

Research and Development Support to the Weapons Development and Integration Directorate

General Services Administration



Central Acquisition Service Assisted Acquisition Services Division  
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<b>Task Title:</b> Research and Development Support to the WDI		<b>Period of Performance:</b> Base: 09/06/2017 – 09/05/2018 OY01: 09/06/2018 – 09/05/2019 OY02: 09/06/2019 – 09/05/2020 OY03: 09/06/2020 – 09/05/2021 OY04: 09/06/2021 – 09/05/2022	
<input type="checkbox"/>	<b>Firm Fixed Price</b>	<input checked="" type="checkbox"/>	<b>Severable</b>
<input type="checkbox"/>	<b>Labor Hour</b>	<input type="checkbox"/>	<b>Non-Severable</b>
<input checked="" type="checkbox"/>	<b>Time and Material</b>		
<input type="checkbox"/>	<b>Cost Plus Fixed Fee</b>		
<input type="checkbox"/>		<input type="checkbox"/>	<b>Fully Funded</b>
<input checked="" type="checkbox"/>	<b>Performance-based</b>	<input checked="" type="checkbox"/>	<b>Incrementally Funded</b>

Research and Development Support to the Weapons Development and Integration Directorate

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TASK ORDER MODIFICATIONS: (Listed in Descending Order)

000 (09/06/2017)	TD #001: PAN RS014-7- Incremental funding
	Incorporate signed DD254 dated 9/20/2017 and revise PWS Section 7.3 Anti-Terrorism/Operations Security Requirements and Associated Training language.
Mod 017 (07/18/2018)	Incorporate CENTCOM Clause 5152.225-5908 Government Furnished Contractor Support Jun/2015 in support of foreign travel.
Mod 020 (08/20/2018)	<p>Increase the travel ceiling and incorporate additional clauses related to travel to CENTCOM and/or Afghanistan</p> <p>FAR 52.222-50 – Combating Trafficking in Persons (MAR 2015)</p> <p>FAR 52.228-3 - Workers' Compensation Insurance (Defense Base Act) (Jul 2014)</p> <p>DFARS 252.225-7993 - Prohibition on Providing Funds to the Enemy (DEVIATION 2015-O0016) (Sep 2015)</p> <p>DFARS 252.225-7979 - Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2018-O0008)(Dec 2017)</p> <p>DFARS 252.225-7995 - Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004)(Sep 2017)</p> <p>DFARS 252.225-7997 - Contractor Demobilization (DEVIATION 2013-O0017)</p>

# Research and Development Support to the Weapons Development and Integration Directorate

	<p>(Aug 2013)</p> <p>DFARS 252.229-7014 - Taxes - Foreign Contracts in Afghanistan (Dec 2015)</p> <p>CENTCOM 5152.225-5902- Fitness for Duty and Medical / Dental Care Limitations (Jun 2015)</p> <p>CENTCOM 5152.225-5907 - Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area of Responsibility (AOR) (Jun 2015)</p> <p>CENTCOM 5152.225-5914 - Commodity Shipping Instructions (Aug 2011)</p> <p>CENTCOM 5152.225-5915 - Contractor Accountability and Personnel Recovery (Jun 2014)</p>
Mod 025 (09/27/2018)	Paragraph 3.2 Materials Budget – move \$3M from base year to OY1

**PERFORMANCE WORK STATEMENT (PWS)  
FOR  
RESEARCH AND DEVELOPMENT SUPPORT TO THE  
WEAPONS DEVELOPMENT AND INTEGRATION DIRECTORATE  
  
GSA OASIS CONTRACT VEHICLE**

**1.0 Mission Objective**

**1.1** The objective of this PWS is to provide hardware development and delivery for air and ground based weapons technologies to identify current threats, system vulnerabilities, and develop solutions in support of the Weapons Development and Integration Directorate (WDI) of the Aviation and Missile Research, Development, and Engineering Center (AMRDEC). This mission includes technology development, maintenance (of test articles, test apparatuses, or test facilities), and prototype fabrication efforts in the areas of guidance and control and propulsion and warheads. Guidance and Control includes: sensors, signal processing, target acquisition, guidance, navigation, controls, electronics, computers, data links, launchers, ground support equipment, hypersonic thermal protection technologies, system development and integration. Propulsion and Warheads includes: propulsion systems, advanced warheads, fuzing and safe and arm technology, and composite materials. These technology areas support aviation and missile systems as well as the associated special instrumentation and ground support equipment, facilities and test equipment required to measure the performance parameters of the developed systems, subsystems and hardware components. “Fabrication” and “Delivery” are limited to hardware/parts fabricated for development/testing and does not include production end items or systems.

**1.2 Applicable Documents**

Applicable top level documents are identified by number, version, title, date, and category in the Document Summary List (DSL), an attachment to the Contract. The document versions specified on the DSL take precedence over any references cited in the PWS.

**1.3 Kick Off Meeting**

A Kick-Off meeting will be conducted within seven (7) work days of the date of award. The Contractor shall coordinate with the COR and GSA Contracting Office on the meeting, agenda, and record the minutes of the meeting to capture the basic task order contacts, milestones, dates, deliverables, actions required, and administration details of the order.

**1.4 Contracting Officer’s Representative (COR) Designation**

Prior to task order award, the GSA Contracting Officer will appoint a COR and issue a COR appointment letter stating the authority for the COR. The Contractor will receive a copy of the written designation.

The COR will provide technical assistance and clarification required for the performance of this task, participate in project meetings, and receive task order deliverables. The COR does not have the authority to modify the scope or the terms and conditions of this task order.

**1.4.1 The following Applicable Standards apply for providing Direction to the**

**Contractor or to the employees of the Contractor in the performance of the Contract.**

- (a) The COR may provide direction on contract or work request performance. Such direction includes:
- (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
  - (2) Evaluation and acceptance of reports or other deliverables.
- (b) Direction must be within the scope of work of the task order. The COR does not have the authority to issue direction which:
- (1) Requires additional work outside the scope of the task order;
  - (2) Constitutes a change as defined in the "Changes" clause;
  - (3) Causes an increase or decrease in the estimated cost of the task order;
  - (4) Alters the period of performance of the task order; or
  - (5) Changes any of the other terms or conditions of the task order.
- (c) Direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The SCO will be copied on any direction issued by the COR. Should the SCO determine the direction to be out of scope of the effort or to fall within any of the categories defined in paragraph (b) of the clause, the direction will be immediately rescinded.
- (d) If, in the contractor's opinion, any direction by the COR falls within any of the categories defined in paragraph (b) of the clause, the contractor shall not proceed but shall notify the SCO in writing within 3 days after receiving it and shall request that the SCO take appropriate action as described in this paragraph. Upon receiving this notification, the SCO will:
- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the direction is within the scope of the task order effort;
  - (2) Advise the contractor within a reasonable time that the Government will issue a written modification to the task order; or
  - (3) Advise the contractor that the direction is outside the scope of the task order and is thereby rescinded.
- (e) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the SCO or the COR, shall be at the contractor's risk.

## **2.0 Requirements**

### **2.1 Program Management**

The contractor shall plan, execute, and control all the tasks set forth in this PWS. The Contractor shall provide a point of contact (POC) who shall be responsible for performance of the requirements and interface with the Government. This POC shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The Contractor shall identify those times when an alternate shall be the primary point of contact. The contractor POC, and or authorized members of the contractor team, shall participate as

members of an Integrated Product Teams (IPT), as required, for individual tasks supporting this PWS.

#### **2.1.1 Integrated Baseline Review (IBR)**

The contractor shall engage jointly with the COR in IBRs to evaluate the risks inherent in the contract's planned performance measurement baseline. Initially, this shall occur as soon as feasible but not later than 60 days after contract award, and subsequently following all major changes to the baseline. Each IBR should verify that the contractor is using a reliable performance measurement baseline, which includes the entire contract performance work statement, is consistent with contract schedule requirements, and has adequate resources assigned. The prime contractor shall lead the subcontractor IBRs. (See DFARS 252.234-7002)

#### **2.1.2 Integrated Master Schedule (IMS)**

The contractor shall develop and maintain an IMS by logically networking detailed program activities. The schedule shall contain the planned events and milestones, accomplishments, exit criteria, and activities from contract award to the completion of the contract. The contractor shall quantify risk in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS activity and event. A deliverable is required IAW DI-MGMT-81650 (A002).

#### **2.1.3 Contract Work Breakdown Structure (CWBS)**

The contractor shall develop and maintain a CWBS and CWBS 10 dictionary in accordance with IAW DI-MGMT-81334 (A003) and DOD standard practices, Work Breakdown Structures for Defense Material Items (MIL-STD-881). The contractor shall develop the CWBS to a Level 4. The contractor shall extend the CWBS to a level which will provide adequate internal management, surveillance, and performance measurement, regardless of the level stipulated in the contract for Government visibility. The contractor shall use the CWBS as the primary framework for contract planning; budgeting; and reporting cost, schedule, and technical performance status to the Government. The contractor shall analyze requirements and translate them into a CWBS representing the requirements comprising the entire work effort commensurate with the acquisition phase and contract requirements. The contractor shall discuss changes to the CWBS or associated definitions, at any reporting level with the COR. A deliverable is required IAW DI-MGMT-81334 (A003).

#### **2.1.4 Risk Management**

The contractor shall determine risk areas which shall include an assessment of risk areas, mitigation plans and schedules to mitigate the risk areas, as required. The contractor shall deliver the risk assessment IAW DI-MGMT-81808 (A028) to the Government through the IPT process and shall present the briefing charts at the Technical Interchange Meetings (TIMs).

### **2.2 Technical Requirements**

The scope of this requirement is for research and development activities in *guidance and*

*control and propulsion and warheads that are expected to result in deliverable (proof of principle) hardware or material items and technology demonstrations.* The contractor shall perform all systems engineering, theoretical analyses, simulation and modeling, hardware/design development, software/algorithm development, hardware fabrication, system and component integration, electrical and mechanical interface design, processor hardware and software identification and fabrication, assembly and test planning, test support and data acquisition, reduction and reporting to support development for systems, subsystems, components and technologies for air and ground based weapon technology. These activities will support system development and integration of sensors, signal processing, target acquisition, guidance, navigation, control, electronics, computers, datalinks, advanced warheads, fuzing and safe and arm technology, composite materials, propulsion systems, launchers and ground support equipment, component and system integration technologies, missile development and scalable effects for aviation and missile systems as well as the associated special instrumentation, facilities, and test equipment required to measure the performance parameters of the developed systems, subsystems and components.

The contractor shall identify and procure all tools, both processor hardware and software, which are required for each development.

The contractor shall deliver the development of new designs, improvement of existing designs or fabrication of Government furnished designs for systems, subsystems, components and technologies within the AMRDEC air and ground based weapons technology mission IAW individual Technical Directions and DI-SESS-81001 (A030) and/or DI-SESS-81002 (A013).

The contractor shall deliver the data items identified in the Contract Data Requirements List (5.2.1) as required by individual Technical Directions in the performance of this PWS.

## **2.2.1 Guidance and Control**

### **2.2.1.1 Image and Signal Processing**

The contractor shall perform system engineering, theoretical analyses, simulation and modeling, hardware/design development, software/algorithm development, hardware fabrication, system integration, electrical and mechanical interface design, hardware identification and procurement, test planning, test support and data acquisition, reduction and reporting to support research and development and hardware development for sensor systems, subsystems, and technologies. These include terminal homing systems including both passive and active sensors such as Infrared (IR), Radio Frequency (RF), Millimeter wave (MMW), Electro-Optical (EO) and acoustic with and without fiber optic or RF data links to the ground and/or other aerial vehicle; command guidance including laser, MMW, RF, and wire; semi-active guidance including lasers and RF illuminators; and dual mode guidance including various combinations of sensors, guidance modes, ground and airborne platform sensor systems for detection, recognition, identification and tracking to support target engagement and Nano-Technology/MEMS sensors. Typical tasks shall include:

**2.2.1.1.1** The contractor shall perform system engineering analysis, design, equipment and software development, modeling and simulation, and hardware fabrication in support of technology base, technology demonstrations, and customer funded programs to include:

- Multi-mode Seekers
- Targets and Backgrounds Modeling and Discrimination
- Advanced Imaging Autotrackers
- Autonomous Acquisition Algorithms and Processors
- Integrated Sensor Suites (Sensor Fusion)
- Advanced RF Datalinks

**2.2.1.1.2** The contractor shall develop generic models of specific sensor systems for use in comparative analyses and performance simulations of these sensors in a variety of environmental background conditions and system configurations. The contractor shall perform system level preliminary design for functional definition and preliminary engineering layout analysis, scaled sketches, drawings, and scaled models of selected sensors and systems and document IAW DI-SESS-81001 (A030) and/or DI-SESS-81002 (A013).

**2.2.1.1.3** The contractor shall develop two and three dimensional image processing and pattern recognition techniques for automatic target location, tracking and missile guidance using signal from but not limited to video, infrared, acoustic, and MMW imagery. Techniques shall include conventional methods such as prescreening, segmentation, feature extraction, classifier designs, as well as correlation, matched filters, moving target algorithms, optical flow techniques, 3-dimensional modeling, wire frame, and stereoscopic projections. The contractor shall design, fabricate, and test hardware for implementing the algorithms in state-of-the art circuitry for achieving near real-time operation.

**2.2.1.1.4** The contractor shall develop, test and evaluate the capabilities of multiple sensors (sensor fusion), active and passive, for the autonomous functions of detection, recognition, target tracking, and missile guidance when the different sensors have dissimilar characteristics (examples include acoustic, RF, IR, and EO sensors).

**2.2.1.1.5** The contractor shall provide test and evaluation support and flight test support in the form of test planning, equipment instrumentation development, equipment integration, electrical and mechanical interface design and fabrication, aircraft modifications, test operations, data acquisition and reduction for the test and evaluation of sensor systems.

**2.2.1.1.6** The contractor shall conduct target signature measurements and analyses utilizing specific sensors or combinations of sensors. Tests shall consider the environmental effects such as smoke, dust clutter and weather on the target and sensors. Special and/or unique instrumentation shall be designed and fabricated for specific test or conditions. Equipment and software for data reduction and



analysis shall be developed as needed for specific tests.

**2.2.1.1.7** The contractor shall perform system engineering, analysis, design, modeling and simulation, and fabrication of hardware data links for application such as remotely piloted vehicles, unmanned aerial vehicles, and missile guidance systems. Data links shall cover both wide bandwidth (video) and narrow bandwidth two way communication links for ground-to-air and air-to-air applications.

#### **2.2.1.2 Infrared (IR) and Electro-Optical Technology**

**2.2.1.2.1** The contractor shall design and develop hardware/software of sensor and seeker systems including the ultra-violet (UV) to long wave IR (LWIR) spectral region and including acoustics. This shall include the design and fabrication of advanced passive and active sensor and seeker systems. This support shall address current sensor and seeker problems encountered in detection, recognition, identification, tracking, missile guidance, fire control, threat warning and surveillance systems operating against a wide variety of military targets located in background clutter, with varying environmental conditions and under severe countermeasure (CM) conditions. This support shall include the design, development of these sensor and seeker systems for applications including airborne and ground applications including, but not limited to, weapons, threat detection, identification and location, countermeasures, self-protection and situational awareness. This shall also include the design, development, test, calibration and operation of specialized infrared sensors, seekers and test equipment. Typical tasks shall include:

- Design, development, fabrication, and evaluation of passive IR sensors and seekers and the associated signal and data processing for ground and air targets, and manned and unmanned ground and airborne platform surveillance applications.
- Design, development, fabrication, and evaluation of active IR (LADAR and LIDAR) sensors and seekers and the associated signal and data processing for ground and air targeting and surveillance applications.
- Design, development, fabrication and evaluation of laser sensor systems for application to Active Protection Systems (APS), and Close-in APS (CiAPS) and leveraging of these techniques for aircraft protection.
- Design, development, fabrication and evaluation of acoustic sensor systems for application to threat detection.
- Design, development and evaluation of IR seeker guidance algorithms which can be evaluated on government owned generic IR imaging seeker evaluation systems and models
- Design, development, fabrication and assembly of prototype signal processing electronics and evaluation systems to execute detection, identification, location, tracking, and guidance algorithms related to sensors, seekers, and surveillance systems.

- Design, development, fabrication and evaluation of advanced IR imaging sensors and seekers including cooled and un-cooled, single and dual band, hyper-spectral and polarization technologies.
- Design, development, fabrication, application and evaluation of high resolution and high bandwidth imaging acquisition sensors and systems for threat detection, identification and location, surveillance, and situational awareness.
- Design, development, fabrication, and application of specialized test equipment and software to support the laboratory characterization and field testing of advanced sensors and seekers.
- Design, development, application and evaluation of laser systems for countering IR sensors and seeker threats such as surface to air missiles, by dazzling or damaging. (Not developing the seeker)
- Design, development and evaluation of both equipment and software techniques to harden IR sensors and seekers to laser based countermeasures and related techniques.
- Design, development and evaluation of high power laser weapon systems and associated threat acquisition, pointing and tracking subsystems.
- Design, fabrication, and assembly of two-axis stabilized sensor platforms for ground and airborne use to serve as seekers or surrogate seekers for performance evaluation or for signature measurement systems.
- Design, development, fabrication and evaluation of laser beam-rider equipment and software for missile guidance.
- Design, development, fabrication, and evaluation of sensor or seeker systems to be integrated with other spectral sensors or seekers to realize dual or multi- mode sensors or seekers for surveillance, target acquisition or missile guidance purposes such as MMW/IR, MMW/IR/SAL, Acoustic/IR, RF/IR, Inertial/IR, IR/UV etc.).

**2.2.1.2.2** The contractor shall perform tasks that involve the development, operation, and/or upgrading of software for use with sensor or seeker real time signal processing hardware, mini, micro, and work station computer systems and the development of specialized software and computer algorithms for use on these computers to expedite the investigation and solution of critical problems peculiar to UV-LWIR and acoustic systems. Software shall be documented and delivered IAW DI-MCCR-80700 (A011). Specific tasks shall involve:

- Design and development of specialized software for the execution of sensor/seeker performance level testing and analysis software for the reduction of laboratory and field test data and measurements.
- Design and development of software to support high resolution image/graphical display systems for displaying high resolution imagery that is computer processed.
- Design and development of image processing software and algorithms for use on computer systems to analyze IR imaging and non-imaging sensors and

seekers.

- Develop or convert computer models and simulations owned by the Government and from other contractor sources for operation on other computer systems.
- Design, development, evaluation of detection, acquisition, identification, location, tracking, counter-countermeasure (CCM) such as Cyber/Anti-Tamper technologies and background rejection algorithms for imaging and non-imaging sensors and seekers.
- Design and development of special purpose software to control laboratory equipment and automate data processing and reporting.

**2.2.1.2.3** The contractor shall develop measurement systems and data collection methods and procedures in relation to the spectral, spatial, temporal and radiometric characteristics of targets and backgrounds in the UV-LWIR and acoustic spectrum. The contractor shall prepare and submit a report IAW DI-MISC-80508B (A008). Specific tasks shall involve:

- Develop signature measurement systems with the capability of measuring and recording the spectral, spatial, and temporal characteristics of military targets of all types and backgrounds in the UV-LWIR and acoustic bands of interest. The contractor shall design, develop, and fabricate radiometric and ancillary equipment and supplies necessary to complete the assembly of state-of-the-art measurement systems.
- Develop proper data collection methods and procedures for field tests to ensure adequate measurements are collected to satisfy specific requirements.

**2.2.1.2.4** The contractor shall perform tasks that involve planning, designing, developing, and integrating software in relation to the static, captive carry, and flight testing of advanced systems utilizing both imaging and non-imaging sensors and seekers, operating within the UV-LWIR region, and acoustic sensors either in single, dual, or multi-mode configurations. These tests shall be conducted at RSA, and other Government installations in the U.S, and overseas as identified in PWS Section 4.2, Place of Performance. Specific tasks shall involve:

- Design and development of specialized test facilities and hardware and procedures to support laboratory and field testing of Government furnished systems.
- Design, development, assembly, and test of gas systems to provide high pressure gasses (nitrogen, argon, oxygen, and air) to cool the detectors/FPAs of seekers and sensors. Systems shall involve high pressure lines, gauges, valves, filters, dryers, regulators, fittings, storage tanks, wheeled carts, safety equipment and high pressure, high purity gasses.
- Integration and checkout of advanced sensor and seeker systems into ground vehicles, helicopters and/or fixed wing, manned and unmanned, platforms for the purpose of accomplishing testing.

- Planning and conducting laboratory and field tests of sensor and seeker systems using contractor or government furnished test equipment.

The contractor shall perform data reduction, data analysis and documentation of results achieved in tests conducted. Data shall be prepared IAW DI-MISC-80711 (A026).

**2.2.1.2.5** The contractor shall provide technology, engineering, and hardware support related to EO sensors, missile guidance technology hardware fabrication, and manned and unmanned aerial and ground vehicle sensor packages. Engineering drawings and sketches shall be prepared IAW DI-SESS-81001 (A030) and/or DI-SESS-81002 (A013). The hardware support shall consist of video sensor system packages, optical/laser transmitters and receivers, associated processing electronics (analog and digital), printed wiring boards (design and fabrication), mounting fixtures and interconnection devices, associated parts procurement and assembly/test for final delivery. Special developmental test equipment, involving blackbody or laser sources, spectral filters, lens, prisms, and gratings shall be designed, fabricated and tested. EO sensors of interest shall respond within the wavelength range from UV to LWIR.

**2.2.1.2.6** The contractor shall provide development, design, and fabrication of laboratory and field test developmental items and modifications to missile seeker, airborne sensor payload and ground based sensor payload hardware used in testing IR, and Television (TV) seekers and unmanned and manned air/ground surveillance systems. This shall include Fiber-Optic Guided Missile (FOGM) seekers, command to line-of-sight, laser beamrider hardware support as well as specialized support involving target acquisition sensors operating in the visible, near, mid and far IR spectral regions. Hardware shall include digital and analog electronics, printed circuit boards, cabling, video terminal printers, recorders, signal generators, optics, laser, laser transmitter, receiver, TV and IR target generators. Proper operation and calibration of the components and overall systems shall be maintained to ensure U.S. Army performance standards are met.

**2.2.1.2.7** The contractor shall provide support in the area of design and development of EO technology for advanced sensors. The contractor shall design and construct field test hardware, record and document the measurement, perform data reduction and analysis of atmospheric and aerosol effects phenomena, and target signatures and background. The contractor shall prepare and submit a report containing the results IAW DI-MISC-80711 (A026).

**2.2.1.2.8** The contractor shall assist with all phases of program integration and technical management to include determining and establishing life cycle processes and implementation strategy, developing event-based schedules based on key events, related tasks, and relevant completion criteria for each life cycle phase, developing calendar-based schedules, showing the dates of expected task and event completion and the dependency relationships among tasks, and development of briefings and reports with supporting graphics and other analyses.

### **2.2.1.3 Radio Frequency (RF) Technology**

In support of ongoing radar, communication systems, and engineering development efforts, the contractor shall provide the following:

**2.2.1.3.1** The contractor shall provide computer simulations for the development and evaluation of radars, integrated sensor suites, and communication networks for use in target acquisition, missile seekers, and fuzing functions.

**2.2.1.3.2** Radar System Analysis and Simulation. In support of predicting the radar detection range, the contractor shall develop models of target radar cross section (RCS) and scintillation effects. Models must account for the following: effects of multipath interference and of land, weather, and biological clutter; prediction of degradation due to electronic CM; and Modeling of the modern battlefield as it relates to radar performance. Models must include modeling and analyzing Anti-Radiation Missile (ARM) CM capabilities and techniques; developing, analyzing, and testing Non-Cooperative radar systems; Target Recognition (NCTR) algorithms; and performing target visibility studies using digital terrain elevation data.

**2.2.1.3.3** Radar Subsystems: The contractor shall simulate performance and operation of the following radar subsystems:

- Antennas, Transmitters, local oscillators, and exciters.
- Receivers, Signal Processors.
- Data processors for target association and track maintenance.
- NCTR processors.

**2.2.1.3.4** Communication Systems: The contractor shall simulate communication systems which include the following:

- Line-of-sight effects.
- Attenuation effects.
- Coding techniques.
- Error rates and Error correcting techniques.

**2.2.1.3.5** Hardware: The contractor shall design, fabricate, and assemble components and subassemblies for hardware delivery for use in radars and communication systems. These components and subassemblies shall include the following types:

- Antennas.
- Radio frequency (10 MHz to 100 GHz) components.
- Intermediate frequency (<10 MHz) components.
- Direct current power supplies and power distribution.
- Alternating current power distribution.
- Digital circuits.
- Mechanical and machined assemblies.
- Optical and EO assemblies.

- Radar display assemblies.

**2.2.1.3.6 Software:** The contractor shall design, develop, and/or deliver hardware to implement real-time radar software to be used in existing radars and radars under development. In addition to the above tasks, the contractor shall also support the design of radar software by designing and implementing software development systems (compilers, editors, debuggers, etc.).

**2.2.1.3.7 Test:** The contractor shall design performance and evaluation tests, develop test plans, identify required test equipment and facilities, and conduct tests on radar and communication systems at Redstone Arsenal, AL (RSA), and other locations throughout the continental U.S., and worldwide. Test plans shall be prepared IAW DI-NDTI-80566 (A010). Also, the contractor shall design and develop data reduction software necessary to analyze radar data obtained during testing, and document software IAW DI-MCCR-80700 (A011). As part of the test support, the contractor shall design, develop, and operate specialized test equipment used to test existing and future radar systems, subsystems, and components.

#### **2.2.1.4 Millimeter and Microwave Technology**

In support of ongoing Millimeter and Microwave systems and engineering development efforts, the contractor shall perform the following:

**2.2.1.4.1** The contractor shall fabricate, install, and operate, “proof of principle” MM and microwave systems, components, sensors, seekers and peripheral devices.

- The contractor shall develop concepts for and perform analysis of micro and MMW sensors, antennas, radar detection range, target signatures, algorithms, transmitters, receivers, signal processing, dual mode seekers, error signal, clutter, coding, scintillation, polarization, data links, threats (present and future), and CM. Data shall be prepared IAW DI-MISC-80711 (A026).
- The contractor shall devise test methods, test procedures, instrumentation, calibration, and measurement procedures for millimeter and microwave systems, components, and sensors. Data shall be prepared IAW DI-NDTI-80566 (A010).

**2.2.1.4.2** The contractor shall design, develop and fabricate high technology and special purpose hardware related to microwave/MMW sensor/seekers, radar, IR, optical, acoustic and simulation equipment. The contractor shall develop computational procedures, algorithms, programs, and other software which shall be compatible with the computers used by the AMRDEC, WDI and Advanced Simulation Center, and which can be utilized in simulations, data analysis, fire support, land combat and air defense weapon systems. This data shall be documented IAW DI-MCCR-80700 (A011).

**2.2.1.4.3** The contractor shall devise test methods, test procedures and

measurement techniques for the evaluation of MM and microwave mixers, diodes and sources, and advanced development radome fixtures for use in test apparatus. These test procedures shall be prepared IAW DI-NDTI-80566 (A010). The contractor shall use, improve, or develop simulation programs of signal processing algorithms and large modular simulation programs for use with existing and planned interface routines. The contractor shall conduct measurements and analysis within the MM, microwave, optical, acoustic, IR electromagnetic spectral regions. These measurements and analyses shall include reflectivity characteristics of targets and clutter; threat analysis, seeker response; sensor performance and evaluation; error analysis and statistics; weapon systems effectiveness; airframe structural analysis; data processing equipment and software design, test and evaluation; software development, verification, validation and certification; and operation.

**2.2.1.4.4** The contractor shall perform modeling, analysis and simulation of fire support, land combat, and air defense weapon systems, for evaluation of component design or system performance. Subsystems and parameters to be modeled and evaluated shall include antennas, radomes, scan patterns, rasters, and radome induced boresight error utilizing a radome position. Foreign systems equipment analysis; electronic countermeasure/electronic counter-countermeasure (ECM/ECCM) analysis; nuclear, biological and chemical effects analysis; and research in time series analysis for simulation validation shall be a part of this effort.

**2.2.1.4.5** The contractor shall design and perform hardware development of sensor and simulation equipment. These design services shall include the detailed engineering and drafting required for the preparation of drawings and schematics and specifications which can be used for procurement, fabrication and assembly, testing, installation and removal of all types of sensor system assemblies, components, materials, and instrumentation from captive flight and simulation facilities, MMW test facilities, and other radar and simulation test and analysis facilities.

**2.2.1.4.6** The contractor shall perform hardware development of radar equipment and simulation equipment from Government provided drawings, schematics, and specifications. This shall involve the fabrication, assembly, and modification of polarimetric, monopulse, MM and microwave radar measurement and simulation system assemblies, components, materials, instrumentation targets, tools, jigs, fixtures, mounts, panels, models, and test support equipment.

**2.2.1.4.7** The contractor shall provide test support including test design, test set-up/tear down and test operation. Test planning shall comply with test facility procedures with the intent of meeting test objectives. The contractor shall prepare test design plans, test specifications, fabrication and testing procedures: radar, sensor, simulation equipment, instrumentation, equipment, components, and materials installation; equipment changes; and equipment removals from

Government test facilities. Test design plans, test specifications, fabrication and testing procedures shall be prepared and delivered IAW DI-NDTI-80566 (A010) and DI-SESS-81002 (A013).

**2.2.1.4.8** The contractor shall assist with all phases of program integration and technical management to include determining and establishing life cycle processes and implementation strategy, developing event-based schedules based on key events, related tasks, and relevant completion criteria for each life cycle phase, developing calendar-based schedules, showing the dates of expected task and event completion and the dependency relationships among tasks, and development of briefings and reports with supporting graphics and other analyses.

### **2.2.1.5 Electronics and Computer Technology**

**2.2.1.5.1** The contractor shall acquire/develop models, simulations, simulators, and trainers which represent the functionality of all significant subsystems and components. The associated software, the interfacing command, control and communications systems, the environment, and the targets, including countermeasure/counter countermeasure (CM/CCM) shall all be considered as required in order to address effectiveness for applications. The contractor shall prepare and provide all software deliverables as required by Technical Direction.

**2.2.1.5.2** The contractor shall develop models for simulations, simulators, and trainers from Government-furnished analysis, design, materials and test data. The contractor shall develop procedures and conduct validation or testing of developed models in order to ascertain fidelity. The contractor shall prepare and provide all software deliverables as required by individual Technical Directions.

**2.2.1.5.3** The contractor shall provide laboratory setup support, laboratory test support and flight test support, in the form of test planning, equipment instrumentation development, cable and wire-harness design and fabrication, hardware integration, electrical and mechanical interface design and fabrication, test operations, data acquisition and reduction for the test and evaluation of electronic systems.

**2.2.1.5.4** The contractor shall support the development, fabrication, integration, and evaluation of new or existing Government or contractor designs of embedded computer electronics and ground-test computer systems and hardware development. The contractor shall plan, develop, and perform fully controllable and adequately observable test plans, scenarios, and procedures to demonstrate performance of embedded computer electronics and ground-test computer systems in order to examine performance in laboratory and field exercises, flight tests, software-integration-facility, and hardware-in-the-loop environments. This support shall also include the development and/or acquisition of custom software and hardware tools to aid in performance characterization and troubleshooting. Integration efforts of embedded computer electronics and ground-test computer systems into ground and aerial vehicles shall also be performed along with the



creation of any required supporting documentation. The contractor shall prepare and provide all software deliverables as required by individual Technical Directions.

**2.2.1.5.5** The contractor shall support the design, development, integration, and evaluation of new or existing Government or contractor designs of software architectures for real-time embedded computer systems and hardware development. The contractor shall plan, develop, and perform fully controllable and adequately observable test plans, scenarios, and procedures to demonstrate performance of software for real-time embedded computer systems in order to examine performance in laboratory and field exercises, flight tests, software-integration-facility, and hardware-in-the-loop environments. This support shall also include the acquisition of custom software and hardware development tools to aid in design, performance characterization and troubleshooting. Integration efforts of software for real-time embedded computer systems into ground and aerial vehicles shall also be performed along with the creation of any required supporting documentation. The contractor shall prepare and provide all software deliverables as required by individual Technical Directions.

**2.2.1.5.6** The contractor shall assist with all phases of program integration and technical management to include determining and establishing life cycle processes and implementation strategy; developing event-based schedules based on key events and related tasks; relevant completion criteria for each life cycle phase; developing calendar-based schedules reflecting the dates of expected task and event completion incorporating dependency relationships among tasks; and the development of briefings and reports with supporting graphics and other analyses.

**2.2.1.6 Navigation and Control Technology**

**2.2.1.6.1** The contractor shall support the development, fabrication, evaluation, and/or delivery of new or existing Government or contractor designs of control systems, power supplies, thermal batteries, and supporting electronics. Evaluation shall include instrumentation, execution, and control of experiments of control systems, power supplies, thermal batteries, and other similar equipment. Support may also include developing physics-based mathematical models of those components and systems. State-of-the-art technologies and techniques shall be employed, whenever appropriate, to improve and simplify component and system operation.

**2.2.1.6.2** The contractor shall support the development, fabrication, evaluation, and/or delivery of new or existing Government or contractor designs of guidance and navigation components, sub-components and systems. Components and systems include gyroscopes; accelerometers; magnetometers; altimeters; alternate navigation sensors; inertial measurement units; GPS systems; sensors; all supporting electronics, and all integration filters and algorithms such as Kalman and particle filters for aiding system integration and initialization. Sub-

components include Vertical Cavity Surface Emitting Lasers (VCSELS), photodetectors, and other micro-scale components (optical or otherwise) necessary for the implementation of navigation sensors or navigational aiding sensors. Evaluation shall include the development of test methodologies, instrumentation, software, firmware, execution, and control of performance and environmental testing of navigation components and systems. Components shall also include vibration and shock isolation mechanisms and methods; calibration and compensation techniques; and overdetermined navigation algorithms. Support may also include developing physics-based mathematical models of those components and systems. State-of-the-art technologies and techniques shall be employed, whenever appropriate, to improve and simplify component and system operation.

**2.2.1.6.3** The contractor shall support the development, fabrication, integration, evaluation, and/or delivery of new or existing Government or contractor designs of launch and fire control systems. The contractor shall plan, develop, and perform fully controllable and adequately observable test plans, scenarios, and procedures to demonstrate performance of launch and fire control systems in order to examine performance in laboratory and field exercises, flight tests, and hardware-in-the-loop environments. This support shall also include the development of custom software and hardware tools to aid in performance characterization and troubleshooting. Integration efforts of launch and fire control systems into ground and aerial vehicles shall also be performed along with the creation of any required supporting documentation.

**2.2.1.6.4** The contractor shall devise, analyze, implement, and test Automated Test Equipment (ATE), Built-In Test Equipment (BITE), and automated data acquisition systems for testing navigation and control systems. The contractor shall analyze and evaluate concepts, techniques, and data from ATE, BITE, and automated data acquisition systems.

**2.2.1.6.5** The contractor shall assist with all phases of program integration and technical management to include determining and establishing life cycle processes and implementation strategy, developing event-based schedules based on key events, related tasks, and relevant completion criteria for each life cycle phase, developing calendar-based schedules, showing the dates of expected task and event completion and the dependency relationships among tasks, and development of briefings and reports with supporting graphics and other analyses.

#### **2.2.1.7 System Design and Integration Technology**

**2.2.1.7.1** The contractor shall fabricate and integrate specialized test beds, fixtures, systems, assemblages of components, and data collection/reduction equipment in order to support simulation, test, exercise, and evaluation. Reconfiguration of existing equipment shall be considered and employed, as appropriate.

**2.2.1.7.2** The contractor shall develop design modifications and incorporate state-

of-the-art technology for equipment and software in order to correct system deficiencies or to optimize particular parameters or subsystems. Included shall be tradeoff studies to ensure modifications are cost and performance effective.

**2.2.1.7.3** The contractor shall acquire or develop models, simulations, and/or simulators which represent the functionality of all significant subsystems and components. The associated embedded software, the interfacing command, control and communications systems, the phenomenological environment, and the targets, including CM/CCM shall all be considered in order to address effectiveness for applications.

**2.2.1.7.4** The contractor shall provide field and flight test support, including equipment instrumentation development, equipment integration, electrical and mechanical interface design and fabrication, aircraft modifications, test operations, data acquisition and reduction for the test and evaluation of systems. The field tests and flight tests may be conducted at RSA, and other Government installations in the U.S. or locations worldwide.

**2.2.1.7.5** The contractor shall model and evaluate vehicle sensors, interceptor missile seeker and sensors, guidance, navigation and control (GNC), propulsion, warhead, and other subsystems for application to weapon systems and active protection systems. The contractor shall perform a concept development or conceptual system design. The contractor shall perform as the lead system integrator, integrating subsystems into a working system to demonstrate. The contractor shall demonstrate such an integrated system using modeling, simulation and/or flight testing.

**2.2.1.7.6** The contractor shall develop new designs or validate existing Government designs of systems, subsystems and components, including equipment, software and algorithms, in order to achieve Government-defined performance characteristics. State-of-the-art technologies and techniques shall be employed, whenever appropriate, to improve and simplify system, subsystem and component operation.

**2.2.1.7.7** The contractor shall provide technology, engineering, and equipment support including hardware development related to the EO sensors, missile guidance technology prototype fabrication, unmanned aerial vehicle payloads, and unmanned ground vehicle sensor packages. The equipment support shall consist of video sensor system packages, optical/laser transmitters and receivers, associated processing electronics (analog and digital), printed wiring boards (Design and fabrication), mounting fixtures and interconnection devices, associated parts procurement and assembly/test for final delivery. Special developmental test equipment involving cameras, laser sources, spectral filters, lens, prisms, and gratings shall be designed, fabricated, and tested.

**2.2.1.7.8** The contractor shall provide development, design, and fabrication of laboratory and field test prototype items and modification to missile seekers,

airborne sensor payload and ground based sensor payload equipment used in testing TV, semi-active laser (SAL) missile seekers, laser payloads, and unmanned air/ground surveillance/targeting systems. Proper operation and calibration of the components and overall systems shall be demonstrated to ensure U.S. Army performance standards are met.

**2.2.1.7.9** The contractor shall provide support in the area of design and development of EO technology for advanced sensors. The contractor shall design and construct field test hardware, record and document the measurement, perform data reduction and analysis of atmospheric and aerosol effects phenomena and target signatures and background. Test and analysis reports containing the results and documentation of findings shall be prepared IAW DI-MISC-80711 (A026).

## **2.2.2 Propulsion and Warheads**

### **2.2.2.1 Platform Integration**

**2.2.2.1.1** The contractor shall conduct trade studies, evaluations, requirement development and validation for rocket, missile, and aircraft systems in their operational environment with respect to wheeled vehicles, tracked vehicles, aircraft, and other vehicles used to support the military, and in the area of rocket and missile endgame and ground effects analysis. This shall be demonstrated through the application of classical and advanced structural and dynamic analysis (rigid and flexible body), fatigue, fracture mechanics, thermal analysis and solid modeling using computer aided design (CAD) software.

**2.2.2.1.2** The contractor shall build test hardware to support missile systems and ground support equipment in the area of hypersonic missile technology to include: thermodynamics, heat transfer, aerothermal dynamics/analysis, thermal protection system design, weather encounter/environmental extremes, as well as ground and flight test and evaluation.

**2.2.2.1.3** The contractor shall analyze, design, purchase materials, fabricate, test and evaluate systems necessary for weapon systems or technology demonstration, feasibility assessment or parametric studies in the area of system integration and technology feasibility studies for air and ground systems. The contractor shall fabricate the unique shipping container IAW Technical Direction.

**2.2.2.1.4** The contractor shall analyze, design, purchase materials, fabricate, test and evaluate components necessary for weapon systems or technology demonstration in the area of embedded software at the component level in support of system and subsystem development and integration functions.

**2.2.2.1.5** The contractor shall provide test plan development in support of component and system development for weapon systems and technology demonstrations.

**2.2.2.1.6** The contractor shall design and fabricate the fixtures for this task in the areas of design validation testing. Specifically, these areas shall include the

operation of various electrodynamic shaker systems for fatigue, modal, operational, or calibration tests. Validation testing may include the integration and operation of data loggers and hardware with live munitions and operational aircraft. Testing must be IAW approved Army, NAVY, Air Force, or DoD standard testing documents.

**2.2.2.1.7** The contractor shall perform finite element analysis, design of structural elements, fabrication of hardware, test and evaluation, correlation and validation and documentation for weapon systems and/or technology demonstration programs for analysis and design support of missile systems, ground support equipment and their subcomponents in the area of structural analysis, and structural response and design of systems subjected to shock, vibration and acoustic environments. This shall include the design and development of innovative structural mechanisms and materials to reduce or eliminate shock, vibration and acoustic energies that are propagated through a missile structure.

#### **2.2.2.2 Propulsion**

**2.2.2.2.1** The contractor shall provide design, development and/or delivery of missile sustainment technologies: fabrication, and evaluation of new or existing Government or contractor designs for mechanical property and service life testing of energetic and inert materials, including data analysis, finite element and service life modeling, and prediction.

**2.2.2.2.2** The contractor shall provide development and/or delivery of novel technologies in propellant and explosive analyses, formulation, processing, testing, and evaluation to include identifying, synthesizing, and characterizing new energetic ingredients for propulsion and warhead systems.

**2.2.2.2.3** The contractor shall provide development and/or delivery of igniter and initiation technologies: design, fabrication, testing, and equipment integration of various components for the testing of initiation or igniter components and devices for propulsion systems and explosive items.

**2.2.2.2.4** The contractor shall provide development and/or delivery efforts (which may include planning, execution, analyses, testing and evaluation) for Electric Propulsion and Power technology investigations.

**2.2.2.2.5** The contractor shall provide development and/or delivery of air-breathing propulsion technologies that include the following: planning, execution, and analyses of long duration engine testing for systems such as UAVS, turbofans, turbojets and ramjets.

**2.2.2.2.6** The contractor shall provide development and/or delivery of propellant and warhead demilitarization technologies: modeling, design, fabrication, prototype and testing.

#### **2.2.2.3 Systems and Warheads**

**2.2.2.3.1** The contractor shall provide support in the area of warhead technology

consisting of analysis, design, fabrication, testing, evaluation, and delivery of warhead systems and lethality components. This support encompasses all types of warheads to include but not limited to shaped charges, air defense warheads, blast and fragment warheads, kinetic energy penetrators, thermobaric and enhanced blast munitions, multi-purpose, and multi-mode warheads. The contractor shall also provide support for devices that use explosives or energetic materials as a mechanism such as in flight termination systems, target plate accelerators, projectile ejection or delivery systems, or other explosive systems. Analysis includes the use of analytical models, CAD software, and Hydrocodes like CTH and ALE3D.

**2.2.2.3.2 Fuze and Safe & Arm (S&A) Support** - The contractor shall provide analysis, design, fabrication, testing, evaluation, and delivery in the area of fuzing and safe and arm technology including but not limited to proximity fuzes, contact fuzes, and other types of target detection devices. Support for safe and arming mechanisms consisting of electronic S&A's, Mechanical S&A's and electromechanical S&A's is required. The contractor shall support definition, analysis and design of the arming signals and program microprocessor software in support of missile systems. These devices are used on air defense warheads, blast and fragmentation warheads, kinetic energy penetrators, multi-purpose warheads and other energetic devices. This support shall consist of analysis, design, fabrication, software development and evaluation, programming, testing and evaluation of fuze and safe & arm systems and other missile components. The contractor shall support the definition, design, and analysis of explosive, pyrotechnic, and other energetic components as well as explosive trains used in fuzes and rocket motor ignition systems for actuation and initiation functions. The contractor shall support the setup and operation of experiments using these energetic items, to include the design, construction, and operation of test apparatus, test instrumentation, and computer-controlled data acquisition systems; preparation of test articles; reduction, analysis, and database storage of experimental data; and documentation of experimental results.

**2.2.2.3.3 System Effectiveness, Active Protective Systems (APS), and Counter Active Protection Systems (CAPS)** - The contractor shall develop and deliver hardware for test and analysis support in the area of system effectiveness studies, APS, and CAPS for air and ground systems including wheeled vehicles, tracked vehicles, aircraft, missiles and other vehicles used to support the military. Support shall include development of lethality and survivability simulation and analysis of vehicles, buildings, structures, aircraft and ships and simulation and modeling of warheads, fuze systems, active protection systems and other related mechanisms. The contractor shall provide definition, analysis, software, programming and design of the environments necessary for weapon systems evaluation support. This support consists of analysis, design, fabrication, testing and evaluation of these equipment systems and other missile components.

**2.2.2.3.4 System Integration and Design.** The contractor shall provide support in

the area of system integration and design for air and ground systems. Typical tasks shall involve:

- Analysis, design, fabrication, and programming of microprocessor software in support of missile systems, testing and evaluation of the systems necessary for weapon systems or technology demonstration, feasibility assessment or parametric studies in support of system technology demonstrations.
- Development and evaluation of the feasibility of advanced or unique concepts for improving rocket performance, for expanding the capability of rockets through adapting new warheads, new fire control, or other applications of technology transfer to perform additional missions, reduce cost, or enhance logistics support capability.
- Development of hardware involved with new or unique concept or system development.
- Creation of electronic solid models (Computer Aided Design – CAD) of proposed missile systems, demonstration missile systems, and fielded missile systems to support feasibility studies, proposed changes / improvements and resolve technical issues. This effort will entail the detailing of component parts and assemblies/subassemblies, as appropriate, with the associated drawings with specifications and tolerance requirements that are required to fully document the drawing package. Models must be compatible with the latest version of software in use by the Weapons Development and Integration Directorate. Reports shall be prepared on the predicted mass properties of the system and components under development or evaluation including, as appropriate, mass changes throughout the flight trajectory. The contractor shall prepare and submit engineering drawings IAW DI-SESS-81001 (A030) and/or DI-SESS-81002 (A013) as directed in individual Technical Directions.
- Design and development support through the preparation of full size or scaled components, subsystems or simplified system to aid the visualization of complex interfaces or physical subsystem interactions.
- Analysis, design, fabrication, testing and evaluation of missile and rocket system structural components and subsystems. In doing so, the contractor shall provide support for the fabrication, integration and assembly, preparation of assembly and test plans, test, and data reduction of proposed missile systems, demonstration missile systems, and fielded missile systems. Test plans shall be IAW DI-NDTI-80566 (A010).
- Data reduction and processing operations at Government facilities involving all data type mediums.

**2.2.2.3.5 Survivability** - The contractor shall provide support in the area of survivability as follows: Analysis, design, fabrication, and testing of hardware APS related to protecting Lightly Armored Vehicles (LAV), Tactical Wheeled Vehicles (TWV), missiles, and Aircraft. System design and integration for

demonstrations requires technical support in all technical areas previously described. In addition, knowledge of specific APS issues related to system design, evaluation and testing is required. Analysis includes the use of analytical models, CAD software, and Hydrocodes like CTH and ALE3D.

#### **2.2.2.4 Composites and Material Support**

**2.2.2.4.1** The contractor shall analyze, design, fabricate and test composite structures in the area of composite and materials technology development, and prototype fabrication efforts.

### **3.0 Travel and Material Requirements**

#### **3.1 Travel Requirements**

OCONUS and CONUS travel to other Government facilities or other contractor facilities may be required to perform efforts required under this task order. The contractor shall ensure that the requested travel costs will not exceed what has been authorized in the task order. Contractor incurred actual expenses resulting from Government directed travel are cost reimbursable but are limited by the Government Joint Travel Regulations (JTR) and FAR 31.205-46. Profit shall not be applied to travel costs. All travel requests shall be submitted through ITSS as an action memo. Contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2. The contractor must obtain COR approval no later than 10 business days prior to travel; this may be delegated to the Technical Monitor.

In emergencies, the contractor must obtain COR approval prior to travel; this may be delegated to the Technical Monitor. Approval shall be obtained through email or telephone. In such instances, a travel authorization request form shall be submitted within 5 duty days upon return.

The travel authorization request must identify the traveler's name, travel dates, location(s), per diem rates, purpose of trip, all expenses (i.e. lodging, lodging tax, M&IE, transportation [air fare, train, bus, rental car, fuel for rental car, private car mileage], registration, tolls, parking, other related expenses), and an estimate of the remaining travel funds after the travel being authorized is complete. An electronic copy of the approved request form and a Travel Expense Summary shall be submitted with the monthly invoice. Contractors are not authorized to travel on Government invitational travel orders. COR/TM cannot approve travel over established per diem rates.

Locations and the duration of travel cannot be established at this time so a not-to-exceed travel budget (inclusive of indirect costs) for the entire effort is estimated as follows\*:

Base:	\$ 450,000
Option I:	\$ 1,500,000
Option II:	\$ 1,500,000
Option III:	\$ 1,500,000
Option IV:	\$ 1,500,000

\* Funding to support FMS travel will be added as approved cases are added to this task order.



The numbers of trips and types of personnel traveling shall be limited by the contractor to the minimum required to accomplish work requirements of this task order. The contractor shall prepare and submit a trip report at the conclusion of each trip IAW DI-MISC-81943 (A006) for travel conducted under this task order.

### **3.2 Material Requirements**

Materials, supplies, and equipment may be required and shall be purchased by the contractor when necessary for performance of this task order. The contractor must receive approval from the COR prior to purchasing materials, supplies, and equipment. A Funds and Man-Hours Expenditure Report is required IAW DI-FNCL-80331 (A007).

Materials, supplies and equipment purchased shall become Government Property. The contractor shall be accountable, liable and responsible for all materials, supplies, and equipment purchased or acquired in this task order pursuant to FAR Clause 52.245-1, entitled Government Property.

Though materials will be required in the performance of this task order, the specific items and dollar values cannot be established at this time. Therefore, an annual material's budget is estimated as follows:

Base:	\$ 8,250,000
Option I:	\$ 14,250,000
Option II:	\$ 11,250,000
Option III:	\$ 11,250,000
Option IV:	\$ 11,250,000

### **3.3 Indirect Costs**

If applicable under the prime Contractors GWAC contract that support services are awarded, the Contractor shall provide in their quote the approved indirect costs which apply to reimbursable costs for Travel and Materials and identify the percentages associated with the task order line items and provide the formula and method to which they will be applied. The Contractor shall maintain calculations of available contract dollars budgeted and reflect Indirect Costs and separately in the proposal and monthly financial reports and invoices. A Funds and Man-Hours Expenditure Report is required IAW DI-FNCL-80331 (A007).

## **4.0 Period of Performance and Place of Performance**

### **4.1 Period of Performance**

The period of performance shall be one 12-month base period and four (4), 12-month option periods. An extension of services (EOS) option will be included and may be exercised only if required for a period of up to six months in accordance with FAR 52.217-8. Inclusion of options shall not obligate the Government to exercise such options. No task will go beyond the final exercised period/option of the contract.

### **4.2 Place of Performance**

The Place of Performance for this task order is dependent upon requirements of each Technical Direction (TD). Performance may be at Redstone Arsenal, Alabama, or the

contractor's facility.

The Contractor shall perform the requirements of this task order at secondary locations that may include, but not be limited to the following: Ft. Sill, Oklahoma; Ft. Bliss, TX; Ft. Hood, TX; Aberdeen Proving Grounds, MD; Yuma Proving Grounds, AZ; and deployed locations such as (but not limited to) Finland, Egypt, Afghanistan, Iraq, Israel, Jordan, Kuwait, Syria, Kuwait, Alaska, Hawaii, and France. The contractor shall be Temporary Duty (TDY) at a Government-furnished facility for a period not-to-exceed 18 man-months per deployed location.

## **5.0 Reports**

### **5.1 Program Management Reviews**

Program Management Reviews (PMRs) will be required on an as-needed basis as directed by the SCO. Upon review of the Contractor Progress and Status Reports, the review of other performance information developed throughout the performance of the task order, and/or at the discretion of the SCO, the Government may require a PMR be held. The PMRs will be conducted between the Government and the contractor at a time determined by the SCO to be convenient for all parties. As required, an Integrated Program Management Report shall be provided IAW DI-MGMT-81861 (A027).

### **5.2 Data Management**

#### **5.2.1 Contract Data Requirements List (CDRLs)**

The following Data Items shall be delivered as required in the performance of individual tasks:

**5.2.1.1** Status Report – Contractor's Progress, Status and Management Report IAW DI-MGMT-80368A (A001).

**5.2.1.2** Integrated Master Schedule IAW DI-MGMT-81650 (A002).

**5.2.1.3** Contract Work Breakdown Structure IAW DI-MGMT-81334D (A003).

**5.2.1.4** Presentation Material IAW DI-ADMN-81373 (A004).

**5.2.1.5** Report, Record of Meeting/Minutes IAW DI-ADMN-81505 (A005).

**5.2.1.6** Trip/Travel Report IAW DI-MISC-81943 (A006).

**5.2.1.7** Funds and Man-Hours Expenditure Report IAW DI-FNCL-80331A (A007).

**5.2.1.8** Technical Report/Study Services IAW DI-MISC-80508B (A008).

**5.2.1.9** Technical Report – Study/Services – Master Report of Government Furnished Property/Contractor Acquired Property IAW DI-MISC-80508B (A009).

**5.2.1.10** Test Plan IAW DI-NDTI-80566A (A010).

**5.2.1.11** Computer Software Product End Items IAW DI-MCCR-80700 (A011).

**5.2.1.12** Revision to Existing Government Documents IAW DI-ADMN-80925 (A012).

**5.2.1.13** Developmental Design Drawings/Models and Associated Lists IAW DI-SESS-81002F (A013).

**5.2.1.14** Software Transition Plan – Software Development/Transition Plan IAW DI-IPSC-81429A (A014).

**5.2.1.15** System/Subsystem Specification IAW DI-IPSC-81431A (A015).

**5.2.1.16** Software Requirements Specification IAW DI-IPSC-81433A (A016).

**5.2.1.17** Software Design Description IAW DI-IPSC-81435A (A017).

**5.2.1.18** Software Test Plan IAW DI-IPSC-81438A (A018).

**5.2.1.19** Software Test Description IAW DI-IPSC-81439A (A019).

**5.2.1.20** Software Test Report IAW DI-IPSC-81440A (A020).

**5.2.1.21** Software Product Specification IAW DI-IPSC-81441A (A021).

**5.2.1.22** Software Version Description IAW DI-IPSC-81442A (A022).

**5.2.1.23** Software User's Manual IAW DI-IPSC-81443A (A023).

**5.2.1.24** Computer Operation Manual IAW DI-IPSC-81446A (A024).

**5.2.1.25** Performance Specification Documents IAW DI-SDMP-81465A (A025).

**5.2.1.26** Scientific and Technical Reports/Final Report IAW DI-MISC-80711A (A026).

**5.2.1.27** Integrated Program Management Report IAW DI-MGMT-81861A (A027).

**5.2.1.28** Contractor's Risk Management Plan IAW DI-MGMT-81808 (A028).

**5.2.1.29** Interface Control Document IAW DI-SESS-81248B (A029).

**5.2.1.30** Conceptual Design Drawings/Models IAW DI-SESS-81001E (A030).

## **5.2.2 Data Management Requirements**

The contractor shall ensure that all data items are prepared, updated, delivered, and tracked IAW CDRL requirements.

## **5.2.3 Access Requirements**

The contractor shall obtain an Army Knowledge Online (AKO) account and Common Access Card (CAC) for accessing the CDRL System website. The Government will sponsor the contractor data management personnel for the AKO and CAC.

## **5.2.4 Data Delivery/Access Media and Formats**

The contractor shall submit CDRL data items to the Government in electronic formats via the Government CDRL tracking system with the Government providing the website address for the delivery transmittal. The contractor shall upload CDRL submittals and letters of transmittal to the database within the system in the OASIS database portion. The contractor shall segment files that exceed 5 megabytes in volume into smaller files

and named and numbered. The contractor shall ensure that all data items are prepared, updated, delivered, and tracked IAW CDRL requirements. The contractor shall notify the Government and receive approval prior to submitting any data item in a file format not specified IAW CDRL requirements.

In the event the Government CDRL tracking system is inoperable for any reason when a CDRL data item delivery is due, the contractor shall notify the Government of the problem. A mutually agreed to, or Government selected, alternative method of delivery to satisfy the delivery requirement will be established. In such cases, the contractor shall place the data item on the system after it is again operable. The Government will not consider a data item late when delivered by alternative means under these circumstances. Should the contractor desire to submit a data item in non-electronic format, the contractor shall notify the requiring Government Data Manager for approval. If approval for non-electronic delivery is granted by the Government, the contractor shall produce the required number of copies of the data item and distribute IAW CDRL requirements. The contractor shall upload the Transmittal Letter to the Government CDRL tracking system.

### **5.2.5 Delivery of Classified Information**

The contractor shall ensure that no classified data that is delivered shall reside within the Government CDRL tracking system infrastructure. The contractor shall provide classified data on disk or removable hard drive. The Government CDRL tracking system infrastructure is suitable for proprietary information. Contractor shall comply with FAR 52.204-2, Security Requirements.

## **5.3 Records/Data**

All data shall be marked strictly in accordance with the contract clauses.

## **5.4 Monthly Status Report**

A comprehensive and accurate monthly status report is due within 10 calendar days of the end of each month.

## **6.0 Government Furnished Property**

### **6.1 Government Furnished Property/Government Furnished Resources**

The Government will provide adequate physical work space, desk, telephone service, and computer access as required for on-site contractor personnel.

Items for on-site contractor support include, but are not limited to, the following:

- Software required in performing task activities
- Class A telephones
- Applicable User IDs and Passwords
- Expendable Office Supplies (Pencils, Pens, Tape, Paper, etc.)
- Desktop Locks for Laptops and/or CPUs, as required.

Limitations: Contractor personnel shall not take Government property from the work place, nor modify it without written request to the Government and written Government permission by the Government's COR or SCO.

The Contractor shall be responsible for reimbursement to the Government, for the repair or replacement of GFE that is in his possession and that is damaged or lost due to negligence, misuse, or abuse on the part of the Supplier's employees.

## **6.2 Government Furnished Property (GFP)/Contractor Acquired Property (CAP)**

The contractor shall provide property control and management of GFP and CAP. The contractor shall designate a POC, who shall work with the COR to track and account for all program GFP and CAP. The contractor shall manage the CAP separately from the GFP. The contractor POC shall maintain accounting documentation regarding the issuance of all GFP and CAP to all program contractor employees or subcontractors and shall coordinate with the COR, as applicable in accordance with Federal Acquisition Regulation (FAR) Clause 52.245-1. The contractor shall conduct a 100% complete physical inventory of all GFP and CAP in the contractor's possession, to include property that shall be hand receipted to subcontractors.

The contractor shall be responsible for the procurement and maintenance of equipment that is not provided by the Government.

The COR will provide disposition instructions for all GFP. The disposition of CAP shall be at the discretion of the contractor.

A Master Report of Government Furnished Property/Contractor Acquired Property is required IAW DI-MISC-80508 (A009).

## **7.0 Security and Privacy**

### **7.1 Clearances**

The contractor shall comply with the requirements of the DoD Contract Security Classification Specification (DD Form 254) and shall utilize the Security Classification Guides (SCG) provided by the U.S. Government for classification guidance. As required, the SCGs will be provided by the Government specific to the task.

The contractor shall maintain a TOP SECRET (TS) facility clearance and have sufficient number of employees with a Personnel Security Clearance at the TS / (Sensitive Compartmented Information) SCI / (Special Access Information) SAP and SECRET levels to meet the requirements of the tasks requested.

Some contractor personnel will require access to Communications Security (COM-SEC) Information; Restricted Data; Formerly Restricted Data; SCI and Non-SCI Intelligence information; Special Access Information; NATO Information; Foreign Government Information; For Official Use Only Information (FOUO); and Secure Internet Protocol Router Network (SIPRNET). In performing this contract, the contractor will Receive and Generate Classified Material; Fabricate, Modify, and/or Store Classified Hardware; Have Access to US Classified Information outside the US, Puerto Rico, US Possessions and Trust Territories; Require a COMSEC Account; Have Operations Security (OPSEC) Requirements; Be Authorized to use the Defense Courier System; and/or Process Classified Information at Redstone Arsenal, AL following AR 25-2 for guidance on classified computer processing. Contractor is authorized to store up to SECRET material in an approved General

Services Administration (GSA) container.

## **7.2 Security Incidents and Violations.**

The Contractor shall immediately notify the SCO, COTR, COR, and Cognizant Security Office of any actual security violation, security incident, or of any indication of a potential unauthorized disclosure or compromise of classified or sensitive but unclassified information.

## **7.3 Anti-Terrorism/Operations Security Requirements and Associated Training**

### **7.3.1 AT Level I training**

This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days of employment date or contract start date and then annually thereafter. Contractor, subcontractor, and/or employees must maintain a copy of their training certificates, and certificates must be available upon request for compliance checks. AT level I awareness training is available at the following website: <https://jkodirect.jten.mil>.

### **7.3.2 AT Awareness Training for US Based Contractor Personnel Traveling Overseas**

This standard language requires US based contractor employees and associated subcontractor employees to make available and to receive Government provided area of responsibility (AOR)-specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander, with the unit ATO being the local point of contact. Contractor, subcontractor, and/or employees must maintain a copy of their training certificates, and certificates must be available upon request for compliance checks.

### **7.3.3 iWatch Training**

This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. Contractor, subcontractor, and/or employees must maintain a copy of their training certificates, and certificates must be available upon request for compliance checks.

### **7.3.4 Contracts That Require Handling or Access to Classified Information**

Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified “Confidential,” “Secret,” or “Top Secret” and requires contractors to comply with—(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M);

any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

### **7.3.5 Threat Awareness Reporting Program (TARP) Training**

For all DoD contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training presented by a Counterintelligence Special Agent. Contact the Redstone Arsenal MI Detachment at 256-313-5186 for scheduling. Contractor, subcontractor, and/or employees must maintain a copy of their training certificates, and certificates must be available upon request for compliance checks.

### **7.3.6 Contractors Requiring CAC**

Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

#### **7.3.6.1 CAC for Contractor Personnel (NOV 2012)**

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure CACs are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

- (1) Require logical access to Department of Defense computer networks and systems in either: the unclassified environment; or the classified environment where authorized by governing security directives.
- (2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

- (1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.
- (2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility. Appointments can be made through the RAPIDS website at <https://rapids-appointments.dmdc.osd.mil/>.

(c) While visiting or performing work on installation(s)/location(s), contractor

personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

- (1) Within seven (7) working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;
- (2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;
- (3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and
- (4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within seven (7) working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

#### **7.3.7 Contractors That Do Not Require CAC, But Require Access to a DoD Facility or Installation**

Contractor and all associated subcontractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with Status of Forces agreements and other theater regulations.

#### **7.3.8 Identification of Contractor Employees**

The Contractor (to include subcontractors) shall provide each employee a Redstone Arsenal Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. ID Badges for Key Personnel shall also indicate their job title. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. A listing of issued identification cards shall be furnished to the Contracting Officer prior to the contract performance date and updated as needed to reflect Contractor and Subcontractor personnel changes. All contract personnel attending meetings, answering Government



telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

### **7.3.9 Security Education, Training and Awareness (SETA) Training**

This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete annual mandatory SETA awareness training within 30 calendar days after contract start date. The following URL is made available for your training: <https://www.lms.army.mil>. Upon completion of the training, you must provide certification to the Information Security Officer. Security Education, Training & Awareness covers Information Security, Personnel Security and Industrial Security Programs. Contractor, subcontractor, and/or employees must maintain a copy of their training certificates, and certificates must be available upon request for compliance checks.

### **7.3.10 Combating Trafficking in Persons, Cyber Awareness Challenge, Personal Identification Information (PII) and Sexual Harassment Assault Response Program (SHARP) Training**

This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete Combating Trafficking in Persons, Cyber Awareness Challenge, Personal Identification Information (PII), and Sexual Harassment Assault Response Program (SHARP). Contractor, subcontractor, and/or employees must maintain a copy of their training certificates, and certificates must be available upon request for compliance checks.

### **7.3.11 OPSEC Training**

Level I OPSEC Awareness Training: Per AR 530-1, Operations Security, all contractor employees, to include subcontractor employees shall complete Level I OPSEC Awareness Training within 30 calendar days of their reporting for duty. All subcontractors shall take the Level 1 OPSEC Awareness Training located at the below website and print the certificates demonstrating completion. Contractor, subcontractor, and/or employees must maintain a copy of their training certificates, and certificates must be available upon request for compliance checks. Note: after the first screen, select User Type: Civilian/Contractor, then Service: Army, then Grade N/A. OPSEC awareness training is available at the following website: <http://cdsetrain.dtic.mil/opsec/>.

### **7.3.12 Government Information Systems and Information Awareness Requirements**

All contractor employees with access to a government info system must be registered in

the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Cyber Awareness Challenge Training prior to access to the IS and then annually thereafter, and must sign an Acceptable Use Policy (AUP).

#### **7.3.13 Information Assurance (IA) Information Technology (IT) Training and/or Certification**

Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately trained and/or certified, as required upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award. Additional training for IA workforce positions must be completed within six months. Contractor, subcontractor, and/or employees must maintain a copy of their training certificates, and certificates must be available upon request for compliance checks.

#### **7.3.14 Access and General Protection/Security Policy and Procedures**

This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. All contractor employees, to include associated sub-contractors employees shall comply with applicable installation, facility and area Commander Installation and facility access and local security policies and procedures (provided by the Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The contractor workforce shall comply with all personal identity verification requirements as directed by DoD, Department of the Army Headquarters, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition at any individual facility or installation change, the Government may require changes in contractor security matters or processes. The prime contractor Human Resources/Security Officer is responsible for the collection of all Redstone Badges and CAC cards issued to their employees. The Human Resources/Security Officer will then turn over these credentials to the COR. This applies when the contract expires; as well as, when a contractor resigns or is terminated. After accounting for all badges/CACs, the COR will turn in the credentials at the One Stop Badging Office or CAC Office (MILPO). All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

#### **7.3.15 Key Control**

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop and

follow procedures covering key control that shall be included in the Standard Operating Procedures. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor. The Contractor shall prohibit access to Government issued keys/key cards by unauthorized personnel other than the Contractor's employees. The Contractor shall prohibit entry into controlled areas by unauthorized personnel other than the Contractor's employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

#### **7.3.16 Lock Control**

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Standard Operating Procedures.

#### **7.3.17 Contract Requiring Performance or Delivery in a Foreign Country**

DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

#### **7.3.18 Contract Involves Storing of HAZMAT and/or Arms, Ammunition and Explosives (AA&E)**

For contracts requiring storage of Hazardous Material, use FAR Clause 52.223-3 and/or Arms, Ammunition and Explosives (AA&E), use DFARS Clause 252.223-7007. AA&E as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

### **7.4 Privacy Act**

The contractor shall ensure that employees assigned to this task understand and comply with

DoD 5400.7, DoD Freedom of Information Act Program, and Privacy Act Program. These directives set policy and procedures for the disclosure of records to the public and for making, handling, transmitting, and safeguarding For Official Use Only (FOUO) material. In addition, they set guidelines for collecting, safeguarding, maintaining, using, accessing, amending, and disseminating personal data kept in systems of records.

## **7.5 Cybersecurity (CS)**

The contractor shall provide services in cyber efforts involving various programs as specified in individual tasks, IAW the DoD Cyber policies on Risk Management Framework (RMF) process and National Institute of Standards and Technology (NIST) regulations. The contractor will work with the Program Manager (PM) and Original Equipment Manufacturer (OEM) to create and sustain RMF packages and all the contents therein. The contractor shall obtain and maintain a TS/SCI clearance to obtain access to critical threat information. The contractor shall scan systems for vulnerabilities, and apply technical/non-technical data to support accreditation decisions based on results from developmental efforts. The contractor shall be trained at the level of certification required to conduct the cyber mission. The contractor shall continue cyber training to enhance cyber knowledge and mitigation efforts of existing and future vulnerabilities to tactical system. The contractor shall participate in technical and non-technical meetings to ensure cyber controls are implemented into any developmental efforts. The contractor shall adhere to CS regulations and security policies, including the Federal Information Security Management Act (FISMA); AR 25-1 Army Knowledge Management and IM; AR 25-2 IA; DoDI 8500.01 Cybersecurity; DODI 8510.01 Risk Management Framework (RMF for DoD IT, NIST SP 800-53 Security and Privacy Controls for Federal Information Systems and Organizations; CNSSI No. 1253 Security Categorization and Control Selection for National Security Systems; DoD 8570.01 IA Training, Certification, and Workforce Management; DoD Manual 8570.01-M IA Workforce Improvement Program; DoDI 8580.1 IA in the Defense Acquisition System; DoDI 8582.01 Security of Unclassified DoD Information on Non-DoD Information Systems; DoDI 8530.2 Support to Computer Network Defense (CND); Chairman of the Joint Chiefs of Staff Instruction (CJCSI) and Chairman of the Joint Chiefs of Staff Manual (CJCSM) 6000 Series; National Security Agency (NSA) Guides; National Institute of Standards and Technology (NIST) 800 Series; Defense Information System Agency (DISA) Security Technical Implementation Guides (STIGs); and Army best business practices (BBPs).

## **7.6 Hazardous Materials**

All contractor and subcontractor activities shall be in compliance with applicable federal, state and local environmental laws and regulations.

For this contract, "Tracked HAZMATs" in NAS 411 should be defined as Emergency Planning and Community Right-To-Know Act (EPCRA) 302/313 listed chemicals. The Contractor shall report the data elements found in MIL-STD-882E, Task 108, section 108.2.4 a, b, and d for Tracked HAZMATs. The contractor shall report coatings (identified by MIL SPEC), functional fluids (e.g. coolant, hydraulic fluid, lubricants, etc), and energetics/solid rocket motor components (including Explosives Class Number) with the same 108.2.4 a, b, and d data elements. The Contractor shall provide Material Safety Data Sheets (MSDSs) or

Safety Data Sheets (SDSs) for all reported materials.

The contractor shall not use any Class I or Class II Ozone Depleting Chemical/Ozone Depleting Substance (ODC/ODS), identified by the lists at <http://www.epa.gov/ozone-layer-protection/ozone-depleting-substances>, in the manufacture or support of items required by this SOW unless approved IAW Army ODS policy and/or Title 10 United States Code section 2402. All ODS alternatives must be in compliance with the U.S. Environmental Protection Agency (EPA) Significant New Alternatives Policy (SNAP) program and identified as approved – per the specific application – in the lists at <http://www.epa.gov/ozone/snap/lists/>. All ODS alternatives must also receive a Toxicity Clearance for the specific application from the US Army Public Health Center.

The Contractor shall list any hazardous material, as defined NAS 411-1, to be used for the maintenance, sustainment, and demilitarization of the end item under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. The Contractor hazardous materials list shall be updated during performance of the contract whenever the Contractor determines that any other material to be used in the maintenance, sustainment, and demilitarization of the end item under this contract is hazardous.

## **8.0 Training**

Training of Contractor employees assigned to this task order shall be performed at the Contractor's own expense, with these exceptions:

- The Government has given prior approval for training to meet special requirements that are peculiar to the environment and/or operations.
- Limited Contractor employee training may be authorized if the Government changes hardware or software during the performance of the task order, and it is determined to be in the best interest of the Government.
- The Government will not authorize Contractor employees training to attend seminars, symposiums, or other similar conferences unless the GSA Contracting Officer or designee certifies and approves that attendance is mandatory for the performance of the task requirements.
- In the event that the Government has approved and paid for Contractor employee training, reimbursement shall not be authorized for costs associated with re-training replacement individual(s) should the employee(s) terminate from this task order. Costs that are not authorized include labor, travel, and any associated re-training expenses.

## **9.0 Safety Requirements**

In performing work under this task order on a Government installation, the contractor shall:

1. Comply with the health and safety rules, regulations, and training requirements of the Government installation that concern related activities not directly addressed in this task order;
2. Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this task order; and
3. Take such additional immediate precautions as the SCO may reasonably require for

health and safety purposes.

The SCO may, by written order, direct Occupational Safety and Health Standards and/or health/safety standards as may be required in the performance of this task order.

Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the SCO, shall be grounds for termination of this task order.

### **10.0 Performance of Services during Crisis**

The Functional Director has determined services are not mission essential during time of crisis.

### **11.0 Section 508 Compliance**

All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>. The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other specific location).

### **12.0 Inherently Governmental Functions**

The contractor shall not provide inherently Governmental functions as defined in FAR 2.101 under this task order.

### **13.0 Quality Assurance**

The Government will evaluate the contractor's performance of this task order. For those tasks listed in the Performance Matrix (Attachment A), the Client Representative or other designated evaluator will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, the client Program Manager or other designated evaluator will require the contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of tasks not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the SCO as a result of surveillance will be according to the terms of the task order.

### **14.0 Inspection and Acceptance**

For deliverables associated with the requirements noted in PWS sections 2.0 through 5.0, and all applicable subsections, inspection and acceptance will occur in accordance with FAR 52.246-2 & 52.246-4, Inspection of Supplies-Fixed Price / Inspection of Services-Fixed Price. In the absence of other agreements negotiated with respect to time provided for Government review, deliverables will be inspected and the Contractor notified of the Client Representative's findings within five (5) work days of normally scheduled review. If the deliverables are not acceptable,

the Client Representative will notify the Contractor immediately. Acceptance of invoices shall constitute acceptance of performance.

Unsatisfactory Work: Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control shall be at the Contractor's own expense without additional reimbursement by the Government. Unless otherwise negotiated, the Contractor shall correct or replace all non-conforming services or deliverables not later than five (5) work days after notification of non-conformance.

The Contractor shall be responsible for overall responsiveness, cost control, adherence to schedules, responsible and cooperative behavior, quality of work, subject matter expertise, and understanding of the requirements herein.

### **15.0 Contractor Manpower Reporting (CMR)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Research and Development Support to the Weapons Development and Integration Directorate via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or bene-fitting from the contracted services. The Unit Identification Code (UIC) for this requirement is W6DVAA.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2016. Contractors may direct questions to the Help Desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website.

CMR is not a requirement for FMS case support.

**Attachment A****Performance Requirements Summary (PRS)**

<b>PWS Section Ref.</b>	<b>Performance Indicator</b>	<b>Standard</b>	<b>Assigned Quality Level</b>	<b>Method Of Surveillance</b>
Various	Review/Acceptance of all required CDRLs	Comprehensive and accurate, provided as specified on the DD Form 1423, Data submission dates are met or exceeded.	100% Compliance	100% Inspection
2.0 Requirements	Technical Performance	Contractor meets the technical objectives of the Task Description. COR will be alerted of technology development difficulties so that alternate technology strategies can be implemented.	90% Compliance	Random Inspection
2.0 Requirements	Schedule	Contractor meets Task Description delivery requirements. COR will be alerted of potential slips in schedule so a corrective action plan can be implemented.	90% Compliance	Random Inspection
2.0 Requirements	Labor Mix	Labor category mix is representative of Task Description. PWS sub-paragraphs referenced in the Scope will have labor categories to support that requirement. COR will be alerted of changes in the labor mix capable of jeopardizing the performance of the task and will also be notified of strategies for corrective action.	90% Compliance	Random Inspection
3.0 Travel and Material Requirements	Travel and Materials	Available for Travel on short notice. Schedule materials purchase to minimize lead time. Travel conducted IAW Government JTR and FAR 31.205-46 and reported IAW CDRL A006. Approval from COR is required to purchase materials, supplies and equipment and reported in IAW with A007.	90% Compliance	100% Inspection
5.0 Reports	Monthly Status Reports	Comprehensive and accurate report provided within 10 calendar days after end of each month	100% Compliance	100% Inspection
7.0 Security and Privacy	Identification of Contractor Employees	Contractor badging, communications, and correspondence ID requirements adherence without incident.	100% Compliance	Random Inspection
8.0 Training	Training	Maintain a training compliance spreadsheet to be submitted quarterly via ITSS and available upon request. Contractor, subcontractor, and/or employees must maintain a copy of their training certificates, and certificates must be available upon request.	100% Compliance	Random Inspection
11.0 Section 508 Compliance	Section 508 Compliance	All electronic and information technology procured through this task order must meet 36 CFR 1194 (accessibility for the disabled).	100% Compliance	Random Inspection



14.0 Inspection and Assurance	Inspection and Acceptance	Deliverables will be inspected and accepted in accordance with FAR 52.246-2 & 52.246-4.	100% Compliance	100% Inspection
15.0 Contractor Manpower Reporting (CMR)	Contractor Manpower Reporting (CMR)	Comprehensive and accurate reporting of all FY labor hours executed. Reported NLT 31 Oct of each year.	100% Compliance	100% Inspection

**A-1.0 Surveillance Methods:** The COR is responsible to validate identified or reported violations, discrepancies and/or complaints. If the possibility exists that the Performance Threshold for any Performance Indicator could be breached during the evaluation period, the COR will notify the CO.

**A-1.1 Random Inspections.** The Government COR or Government Inspector will evaluate the performance of services as to ensure contractor compliance with the appropriate paragraphs of the PWS. These random inspections may be initiated by the Government in order to validate identified or observed performance issues, inspect areas of concern or inspect areas with a high-level of leadership focus. The inspections shall be validated and tracked by the COR. For those areas not specifically defined in the Performance Requirements Matrix, the COR will use the Inspection of Services clause as authority to inspect. The COR will record results of inspection, noting the item; PWS reference; COR's name; Contractor POC, if applicable; and date/time of inspection.

**A-1.2 Customer Complaints.** A customer is any Government employee who receives a service or deliverable from the contractor. A complaint is a communication describing the Contractor's failure to provide acceptable performance and/or service relating to any of the tasks described in the PWS. The COR will provide instructions to customers on the procedures of the customer complaint process. Customers receiving unacceptable service may submit a customer complaint form, phone call or email to the COR. Upon receipt, the COR will conduct an investigation to determine the validity of the complaint. If the COR determines the complaint to be invalid, the COR will notify the customer. If the complaint is validated, the COR shall notify the Contractor's Quality Control or Site Lead to address the written customer complaint by taking appropriate action. The Contractor shall be given an appropriate time frame (depending on the discrepancy identified) after notification to correct the unacceptable performance. The COR will inform the customer of the approximate time the discrepancy(s) will be corrected. A discrepancy will not be recorded if proper and timely correction of the unacceptable conditions(s), product or service is accomplished and the Performance Threshold has not been breached. However, a record will be kept to document any trends resulting from repeated complaints. If the Contractor disagrees with the complaint after investigation and challenges the validity of the complaint, the COR will notify the CO.

**A-1.3 Periodic Surveillance.** The Government COR will periodically evaluate the performance of services as to ensure Contractor compliance with the appropriate paragraphs of the PWS for those objectives utilizing Periodic Surveillance. These inspections are conducted on a periodic basis as determined by the COR, may be scheduled or no-notice, and

shall be tracked. For those areas not specifically defined in the Performance Matrix, the COR will use the Inspection of Services clause as authority to inspect. The COR will record results of inspection, noting the item; PWS reference; COR's name; Contractor POC, if applicable; and date/time of inspection.

**A-1.4 100% Inspection.** The COR shall perform a 100% inspection on all services or deliverables identified in the Performance Requirements Matrix as the COR determines appropriate. The inspections shall be tracked by the COR. Depending on the service or deliverable, these inspections will be consolidated and the summary results recorded each month.

**A-2.0 Past Performance Information.** In accordance with FAR 42.15 Contractor Performance Information, past performance evaluations shall be prepared for each task order that exceeds the simplified acquisition threshold placed against a Government-wide Acquisition Contract. For severable task orders, interim evaluations will be required prior to exercising any option periods. For non-severable task orders, evaluations must be collected, coordinated, and reported upon completion of the task order.

The Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS allows contractors to view and comment on the Government's evaluation of the Contractor's performance before it is finalized. Once the Contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractors are required to register in CPARS, so Contractors may review and comment on past performance reports submitted. Contractors must register at the following websites: CPARS: <http://www.cpars.csd.disa.mil/> and PPIRS: <http://www.ppirs.gov/>.

## **Attachment B**

### **Federal Regulations and Applicable Standards, Documents, and Attachments**

#### **The following FAR and DFARS clauses apply**

All applicable and required provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS solicitations, based on their specific contract type (e.g. cost, fixed price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the task order solicitation is issued. Representation and Certification Provisions from the OASIS master contracts automatically flow down to all OASIS task orders.

This PWS incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Instructions for submission of certified cost or pricing data and data other than certified cost or pricing data are located at FAR Part 15.406-2, Certificate of Current Cost or Pricing Data.

#### **FAR Clauses Incorporated by Reference:**

52.204-2	Security Requirements (Aug 1996)
52.215-23	Limitations on Pass-Through Charges (Oct 2009)
52.216-7	Allowable Cost and Payment (Jun 2013)
52.222-29	Notification of Visa Denial (Apr 2015)
52.222-41	Service Contract Labor Standards (May 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (May 2014)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment-Major Systems (May 2014)
52.227-22	Major System - Minimum Rights (Jun 1987)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (Jul 2014)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012)
52.232-18	Availability of Funds (Apr 1984)
52.243-3	Changes - Time and Materials or Labor Hours (Sept 2000)
52.243-7	Notification of Changes (Apr 1984)
52.244-2	Subcontracts (Oct 2010)
52.246-6	Inspection - Time and Material and Labor Hour - Alternate I (May 2001)
52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)
52.246-11	Higher - Level Contract Quality Requirement (Dec 2014)
52.246-16	Responsibility for Supplies (Apr 1984)
52.249-14	Excusable Delays (Apr 1984)

#### **DFARS Clauses Incorporated by Reference:**

252.201-7000	Contracting Officer's Representative (Dec 1991)
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## Research and Development Support to the Weapons Development and Integration Directorate

252.203-7000	Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (Dec 2008)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.203-7003	Agency Office of the Inspector General (Dec 2012)
252.203-7004	Display of Hotline Posters (Oct 2015)
252.204-7000	Disclosure of Information (Aug 2013)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7005	Oral Attestation of Security Responsivities (Nov 2001)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991)
252.209-7004	Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country (Oct 2015)
252.209-7009	Organizational Conflict of Interest—Major Defense Acquisition Program (Oct 2015)
252.211-7003	Item Unique Identification and Valuation (Mar 2016)
252.211-7007	Reporting of GFP to the DoD UID Registry (Aug 2012)
252.211-7008	Use of Government-Assigned Serial Numbers (Sep 2010)
252.222-7006	Restrictions on the Use of Mandatory Arbitrations Agreements (Dec 2010)
252.223-7001	Hazard Warning Labels (Dec 1991)
252.223-7002	Safety Precautions for Ammunition and Explosives (May 1994)
252.223-7003	Change in Place of Performance--Ammunition and Explosives
252.223-7004	Drug-Free Work Force (Sep 1988)
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (Sep 2014)
252.225-7004	Report of Intended Performance Outside the United States and Canada-Submission after Award (Oct 2015)
252.225-7008	Restriction on Acquisition of Specialty Metals (Mar 2013)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014)
252.225-7012	Preference for Certain Domestic Commodities (Aug 2016)
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (Apr 2003)
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Dec 2006)
252.225-7048	Export-Controlled Items (June 2013)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)
252.227-7013	Rights in Technical Data–Noncommercial Items - Alternate I (Feb 2014)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Sep 2016)
252.227-7015	Technical Data–Commercial Items (Feb 2014)
252.227-7016	Rights in Bid or Proposal Information (Jan 2011)
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (May 2013)
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 1988)

## Research and Development Support to the Weapons Development and Integration Directorate

252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.227-7030	Technical Data—Withholding of Payment (Mar 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (Jun 2013)
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 1991)
252.229-7014	Taxes - Foreign Contracts in Afghanistan (Dec 2015)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.232-7003	Electronic Submission of Payment Requests and Receiving (Jun 2012)
252.232-7008	Assignment of Claims (Overseas) (Jun 1997)
252.232-7010	Levies on Contract Payments (Dec 2006)
252.233-7001	Choice of Law (Overseas) (Jun 1997)
252.235-7010	Acknowledgment of Support and Disclaimer (May 1995)
252.235-7011	Final Scientific or Technical Report (Jan 2015)
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)
252.239-7000	Protection Against Compromising Emanations (Jun 2004)
252.239-7001	Information Assurance Contractor Training and Certification (Jan 2008)
252.239-7010	Cloud Computing Services (Aug 2015)
252.242-7005	Contractor Business Systems (Feb 2012)
252.242-7006	Accounting System Administration (Feb 2012)
252.243-7002	Requests for Equitable Adjustment (Dec 2012)
252.244-7001	Contractor Purchasing System Administration - Basic (May 2014)
252.245-7001	Tagging, Labeling and Marking GFP (Apr 2012)
252.245-7002	Reporting Loss of Government Property (Apr 2012)
252.245-7003	Contractor Property Management System Admin (Apr 2012)
252.245-7004	Reporting, Reutilization, and Disposal (Mar 2015)
252.246-7000	Material Inspection and Receiving Report (Mar 2008)
252.246-7001	Warranty of Data – Basic (Mar 2014)
252.246-7003	Notification of Potential Safety Issues (Jun 2013)
252.246-7006	Warranty Tracking of Serialized Items (Mar 2016)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)
252.246-7008	Sources of Electronic Parts (Aug 2016)
252.247-7023	Transportation of Supplies By Sea – Basic (Apr 2014)
252.247-7028	Application for U.S. Government Shipping Documentation/ Instructions (Jun 2012)

### **GSAM Clauses Incorporated by Reference:**

552.215-72	Price Adjustment- Failure to Provide Accurate Information (Aug 1997)
552.237-71	Qualifications of Employees (May 1989)
552.241-70	Availability of Funds for the Next Fiscal Year or Quarter (Sep 2010)

### **FAR Clauses Incorporated In Full Text:**

**52.217-8, Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

**FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award of preceding contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of clause)

**FAR 52.222-99, Establishing a Minimum Wage for Contractors (JUL 2014)(DEVIATION)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall

consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

#### **552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (Sep 1999)**

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

#### **DFARS Clauses Incorporated In Full Text:**

##### **252.217-7000 Exercise of Option to Fulfill Foreign Military Sales Commitments.**

Basic. As prescribed in 217.208-70(a) and (a)(1), use the following clause:

##### **EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS— BASIC (NOV 2014)**

(a) The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.

(b) The foreign military sales commitments are for:

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(Insert name of country)

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(Insert applicable CLIN)

(End of clause)

**252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives.**

As prescribed in 223.7203, use the following clause:

**SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)**

(a) Definition. “Arms, ammunition, and explosives (AA&E),” as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)



**252.225-7027 Restriction on Contingent Fees for Foreign Military Sales.**

As prescribed in 225.7307(a), use the following clause.

**RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**

- (a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—
- (1) A bona fide employee of the Contractor; or
  - (2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.
- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
- (1) For sales to the Government(s) of Egypt, contingent fees in any amount.
  - (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

**252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.**

As prescribed in 225.372-2, use the following clause:

**ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)**

- (a) Definition. “United States,” as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall↓
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
  - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
  - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
  - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is↓

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832 for Army contracts. For additional information, see DFARS/PGI 225.372-1.

(End of clause)

**252.225-7993 Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016) (Sep 2015)**

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at [www.sam.gov](http://www.sam.gov) —

- (i) Prior to subcontract award; and
- (ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)

(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

**252.225-7979 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation 2018-O0008) (Dec 2017)**

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, supplies, or services available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed, in whole or in part, in the United States central Command Theater of Operations.

(End of clause)

**252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-00004) (Sep 2017)**

(a) Definitions. As used in this clause-

"Combatant Commander" means the Commander of the United States Central Command Area of Responsibility.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed

hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

- (1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).
- (2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
- (4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

- (1)
  - (i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because-
    - (A) The Contractor cannot obtain effective security services;
    - (B) Effective security services are unavailable at a reasonable cost; or
    - (C) Threat conditions necessitate security through military means.
  - (ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)
  - (i) Generally, CAAF will be afforded emergency medical and dental care if injured

while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENCOM AOR are familiar with and comply with, all applicable-

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iv) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e) (1) (vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware-

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e) (2) (iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

- (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h) (1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d) (6) of this clause, any alleged offenses under-
  - (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
  - (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
  - (i) How and where to report an alleged crime described in paragraph (d) (4) of this clause.
  - (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d) (4) of this clause.
  - (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following-
  - (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/index.html>;
  - (ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;
  - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
  - (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;
  - (v) Any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800- 424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
- (8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to-
  - (i) Hold their own identity or immigration documents, such as passport or driver's license;
  - (ii) Receive agreed upon wages on time;
  - (iii) Take lunch and work-breaks;
  - (iv) Elect to terminate employment at any time;
  - (v) Identify grievances without fear of reprisal;

- (vi) Have a copy of their employment contract in a language they understand;
- (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation-
  - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
  - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
  - (C) Have received all required immunizations as specified in the contract.
    - (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
    - (2) All other immunizations shall be obtained prior to arrival at the deployment center.
    - (3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall-
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through-

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);

(3) The Contractor shall notify all personnel that-

(i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;

(ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a) (10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall-

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR



entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Contractor Accountability and Personnel Data.

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) Registration. The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods-

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at

<http://www.acg.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) Compliance with SPOT.

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acg.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and

replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must-

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j) (1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained to carry and use them-

(A) Safely;

- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
  - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
  - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
  - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;
  - (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
  - (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
  - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee- designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
  - (2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.
- (o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government- furnished facilities, equipment, material, services, or site.

Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

(End of clause)

**252.225-7997 Contractor Demobilization (Deviation 2013-O0017) (August 2013)**

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) *Demobilization plan.* The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) *Demobilization plan implementation.* Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) *Plan contents*

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a

copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause “Inbound / Outbound Cargo and Contractor Equipment Census.” The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) *Demobilization requirements:*

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee’s re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government’s authority under 10 U.S.C.

section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of Clause)

#### **252.227-7013 Rights in Technical Data--Noncommercial Items.**

As prescribed in 227.7103-6(a), use the following clause:

**RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)**

(a) Definitions. As used in this clause—

- (1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
- (2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
- (4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (5) “Covered Government support contractor” means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
  - (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
  - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
- (7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.
- (8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
  - (i) Private expense determinations should be made at the lowest practicable level.
  - (ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or

ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.



(15) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in

- paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or
  - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
  - (ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.
  - (iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—
    - (A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or
    - (B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
  - (iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.
- (3) Limited rights.
- (i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—
    - (A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or
    - (B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.
  - (ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.
  - (iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall

enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate

scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions*****
(LIST)	(LIST)	(LIST)	(LIST)

\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_

Signature

\_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof

marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

- (i) The Government has acquired, by any means, the same or greater rights in the data; or
- (ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

- (i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
- (ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern

the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

**252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.**

As prescribed in 227.7203-6(a)(1), use the following clause:

**RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)**

(a) *Definitions.* As used in this clause—

- (1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—
    - (i) Has been sold, leased, or licensed to the public;
    - (ii) Has been offered for sale, lease, or license to the public;
    - (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
    - (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.
  - (2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.
  - (3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
  - (4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled.
- Computer software does not include computer databases or computer software



documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments

or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to—

- (i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and
- (ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to—

- (i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;
- (ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
- (iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
- (iv) Modify computer software provided that the Government may—
  - (A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and
  - (B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v) and (vi) of this clause;
- (v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—
  - (A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;
  - (B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-

7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;
- (iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or
- (vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—
  - (A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or
  - (B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.*

- (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.
- (ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.
- (iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—
  - (A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or
  - (B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) *Restricted rights.*

- (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.
- (ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to

promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified,

reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

- (1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or
- (2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

- (1) This paragraph does not apply to restrictions based solely on copyright.
- (2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.
- (3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
With Restrictions*			

(LIST)	(LIST)	(LIST)	(LIST)
--------	--------	--------	--------

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that

simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
\_\_\_\_\_  
Expiration Date \_\_\_\_\_  
\_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)



(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_.

Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

- (1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and
- (2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not

subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

## **SPECIAL CONTRACT REQUIREMENTS**

**CENTCOM Clauses Incorporated In Full Text:**

**5152.225-5902 Fitness for Duty and Medical/Dental Care Limitations (Jun 2015)**

- (a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.
- (b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.
- (c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.
- (d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.
- (e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).
- (f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized
- (g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

(End of Clause)

**5152.225-5907 Medical Screening and Vaccination Requirements for Contractor Employees Operating in the CENTCOM Area Of Responsibility (AOR) (Jun 2015)**

- (a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal

Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

#### **5152.225-5908 Government Furnished Contractor Support Jun/2015 (Ecc-A)**

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: Bagram

When contractor employees are in transit, all checked blocks are considered authorized.

NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.

#### **U.S. Citizens**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> APO/MPO/DPO/Postal Service | <input checked="" type="checkbox"/> DFACs****                | <input checked="" type="checkbox"/> Mil Issue Equip              |
| <input type="checkbox"/> Authorized Weapon*****                | <input checked="" type="checkbox"/> Excess Baggage           | <input checked="" type="checkbox"/> MILAIR (inter/intra theater) |
| <input checked="" type="checkbox"/> Billeting***               | <input checked="" type="checkbox"/> Fuel Authorized          | <input checked="" type="checkbox"/> MWR                          |
| <input checked="" type="checkbox"/> CAAF*                      | <input checked="" type="checkbox"/> Govt Furnished Meals**** |  |

## Research and Development Support to the Weapons Development and Integration Directorate

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input checked="" type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation    |
| <input checked="" type="checkbox"/> Installation Access Badge    | <input checked="" type="checkbox"/> Laundry          | <input checked="" type="checkbox"/> Military Clothing |
| <input checked="" type="checkbox"/> Military Exchange            | <input type="checkbox"/> None                        |   |
| <input type="checkbox"/> Embassy Services Kabul**                |  |   |

### **Third-Country National (TCN) Employees**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input checked="" type="checkbox"/> DFACs****     | <input type="checkbox"/> Mil Issue Equip              |
| <input type="checkbox"/> Authorized Weapon*****       | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MILAIR (inter/intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> MWR                          |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Military Clothing            |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> Transportation               |
| <input type="checkbox"/> Installation Access Badge    | <input type="checkbox"/> Laundry                  | <input type="checkbox"/> All                          |
| <input type="checkbox"/> Military Exchange            | <input checked="" type="checkbox"/> None          |   |

### **Local National (LN) Employees**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input checked="" type="checkbox"/> DFACs****     | <input type="checkbox"/> Mil Issue Equip        |
| <input type="checkbox"/> Authorized Weapon*****       | <input type="checkbox"/> Excess Baggage           | <input type="checkbox"/> MILAIR (intra theater) |
| <input type="checkbox"/> Billeting***                 | <input type="checkbox"/> Fuel Authorized          | <input type="checkbox"/> MWR                    |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals**** | <input type="checkbox"/> Military Clothing      |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking         | <input type="checkbox"/> Transportation         |
| <input type="checkbox"/> Installation Access Badge    | <input type="checkbox"/> Laundry                  | <input type="checkbox"/> All                    |
| <input type="checkbox"/> Military Exchange            | <input checked="" type="checkbox"/> None          |   |

\* CAAF is defined as Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

\*\*\* Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an expeditionary environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (bhuts, hardened

buildings) to temporary tents or other facilities.

\*\*\*\*Check the DFAC AND Government Furnished Meals boxes if the contractor will have access to the DFAC at no cost. Government Furnished Meals (GFM) is defined as meals at no cost to the contractor (e.g, MREs, or meals at the DFAC. If GFM is checked, DFAC must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

\*\*\*\*\*Military Banking indicates approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

\*\*\*\*\*Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officers Representative and in CAAMS. SPECIAL NOTE US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer. SPECIAL NOTE ON MILAIR MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of Clause)

#### **5152.225-5914 Commodity Shipping Instructions (Aug 2011)**

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A.

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_203.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf)

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: [http://www.transcom.mil/dtr/part-ii/dtr\\_part\\_ii\\_202.pdf](http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf)

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: [http://www.transcom.mil/dtr/part-v/dtr\\_part\\_v\\_512.pdf](http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf)

**(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

**(d) Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is



subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

- c. Shipping Invoices.
  - d. Packing Lists. Required only if the shipping invoice does not list the cargo.
  - e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
  - f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
  - g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
  - h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.
3. Exports: The following documentation is required for all export shipments:
- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
  - b. Invoices.
  - c. Packing Lists. Required only if the shipping invoice does not list the cargo.
  - d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.
4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link:  
<http://trade.gov/static/AFGCustomsSOP.pdf>

**(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

**5152.225-5915 Contractor Accountability and Personnel Recovery (Jun 2014)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party:

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

### **Order of Precedence**

This Task Order is subject to the terms and conditions provided in the contractor's (*OASIS Pool 4*) contract award as well as those outlined in this Task Order. In the event of an inconsistency between documents, the following order of precedence shall apply:

1. OASIS Pool 4 Contract
2. Task Order Statement of Work
3. Task Order Attachments, drawings, etc. associated with the Statement of Work
4. Contractor's Task Order Quote

NOTE: In the event of a discrepancy between the Contractor's Task Order Quote and any of the aforementioned Contract/Task Order documents, the Contract and Task Order language shall take precedence. In particular, only in extremely rare circumstances can the language in a task order supersede the language in the basic OASIS Pool 4 contract. Any such instance shall be clearly indicated in the resulting task order award.

Betterments, if any, in the Contractor's Task Order Quote which exceed the minimum performance requirements identified in the Task Order Performance Work Statement and associated documents shall be considered the new "minimum" performance requirements upon award and shall be met by the Contractor.

### **INCREMENTAL FUNDING**

The project may be incrementally funded. If incremental funded, funds shall be added to the task order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this task order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the task order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the task order for the specified period of performance or completion of that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

## **Attachment C**

### **Personal and Non-Personal Services**

GSA will not issue orders to provide services prohibited by FAR Part 37.104. The administration and monitoring of the Contractor's performance by GSA or the Client Representative shall not be as detailed or continual as to constitute supervision of Contractor personnel. Government personnel may not perform any supervisory functions for Contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the Contractor shall adhere to the following guidelines in the performance of the task.

- a. Provide for direct supervision of all contract employees assigned to the task.
- b. Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting Contractor employees with the client.
- c. Ensure close communication/coordination with the GSA Customer Account Manager, reporting problems to them as they occur (not waiting for a meeting).
- d. Do not permit Government officials to interview potential Contractor employees, discuss individual performance, approve leave or work scheduling of Contractor employees, terminate Contractor employees, assist Contractor employees in doing their jobs or obtain assistance from the Contractor in doing Government jobs.
- e. Do not assign Contractor personnel to work under direct Government supervision.
- f. Maintain a professional distance from Government employees.
- g. Provide Contractor employees with badges, if appropriate, identifying them as Contractors.
- h. Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- i. Assign a task leader to the task order. The task leader or alternate shall be the only one

who accepts tasking from the assigned Government point of contact or alternative.

j. When travel is required for the performance on a task, Contractor personnel are only to travel as directed by their contract management.

## **Attachment D**

### **Invoice Requirements**

#### **D-1.0 Invoices and Payment Information**

##### **D-1.1 Invoice Requirements**

The invoice shall include itemized charges and other direct costs (ODCs) authorized by the COR which are within scope of this task order (e.g., travel and/or materials) and reflect the details specified below.

##### **D-1.2 Payment Information**

Invoices shall be submitted to GSA ASSIST (ITSS) and the Central Invoice System (CIS) web-based Order Processing System (<https://portal.fas.gsa.gov/>). The Client Representative (COR) and the GSA Customer Account Manager or Contract Specialist must approve each invoice in CIS prior to payment. *Failure to enter an invoice into the GSA ITSS web-based system may result in a rejection.*

An invoice for completion of each deliverable shall be electronically delivered to the Client Representative via the GSA electronic contract management system by the twentieth (20th) calendar day of the month following delivery for client and GSA acceptance. A copy of the invoice shall be attached to the associated deliverable "Acceptance Report" posted in GSA Information Technology Solution Shop (ITSS) located on the web at <https://web.itss.gsa.gov/Login>. The invoice shall be submitted on official company letterhead.

If the contractor submits a revised invoice, the revised invoice must include: 1) a unique invoice number, 2) a brief explanation, and 3) a cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication.

For reimbursable expenses, the invoiced charges shall not exceed the limit specified in the task order. No charges shall be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support the charges. Original receipts shall be maintained by the Contractor and made available to Government auditors upon request.

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment.

The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the contract number in the AAS Business Systems Portal, ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's Data Universal Numbering System (DUNS) number in the System for Award Management (SAM), <http://www.sam.gov>. Mismatched information will result in rejected payments.

- a. Company Name – Legal Business Name and Doing Business As (DBA) Name
- b. Mailing Address – Contact and Address Information
- c. Remittance Address – Remit To Address Information
- d. Employer's Identification Number – Federal Tax ID
- e. DUNS (Data Universal Numbering System)

#### **D-1.3 Invoice Information**

The contractor shall provide the following information on each invoice submitted:

- a. Invoice Number – must not include any special characters; ITSS and the invoice must match
- b. ACT Number from GSA Form 300, Block 4
- c. GSA Task Order Number – must match ITSS
- d. Contract Number from GSA Form 300, Block 3
- e. Point of Contact and Phone Number
- f. Remittance Address
- g. Delivery date or Period of Performance for the billing period
- h. Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out.
- i. Prompt Payment Discount, if offered
- j. Total Invoice Amount – must match the acceptance information posted in ITSS; cannot exceed the current task order ceiling
- k. Total cumulative task order amount and burn rate

#### **D-1.4 Invoice Processing Guidelines**

To insure invoices are valid and processed timely, the contractor shall follow the guidelines listed herein when submitting invoices and include the required details per the terms and conditions of the task order.

- Invoice Numbers – Invoice numbers can be up to 14 characters. Alpha numeric text only, no special characters or spaces. ITSS will automatically append to the end of each invoice number the Act#, which is not included in the 14 character limitation. Invoice numbers must be unique, no duplicates allowed.
- Invoices Crossing Option Periods – contractors may combine charges for multiple task items over two separate option periods on a monthly invoice for services completed and/or materials delivered or task items with mismatched performance periods completed during the monthly billing period invoiced
- Supplemental Invoices – Services must be billed to the month they are incurred. If trailing costs are invoiced, the contractor shall submit a supplemental invoice. If using the same invoice number previously used for the month, the contractor shall add an S following the original invoice number. If more than one supplemental then add a numeric indicator such as S1, S2, etc...
- Resubmission of an Invoice – If an invoice has been rejected and the contractor is



resubmitting, if using the same invoice number previously used for the month, the contractor shall add an R following the original invoice number. If more than one resubmission is required, then add a numeric indicator such as R1, R2, etc...

- The contractor shall insure submitted Invoices and supporting documentation are submitted in accordance with contract/task order terms and conditions. Invoiced costs posted in ITSS invoices must match the task item and costs on the attached invoice and be within the funded limits.
- The contractor shall insure the invoice prices/rates, labor hours, and labor categories conform to the terms and conditions of the contract/task order.
- The contractor shall insure Labor Hours for each billed contract line item do not exceed the contract/task order ceiling limit. (If applicable)
- The contractor shall insure reimbursable costs are approved, funded, and valid and, in the case of time and materials or labor-hour contracts, costs associated with such other direct costs are allowable and have been determined to be reasonable and directly associated with contract/task order and billed to the correct task item and period they were approved in. For reimbursable line items invoiced, the Contractor shall have received prior approval and supporting documentation is supplied to support the costs and dates and invoiced amounts do not exceed the line items and total amounts authorized.
- The Contractor shall insure travel costs are supported and have supporting records of Government approval and are approved, funded, and valid by the task order and billed to the correct task item and period they were approved in.
- The Contractor shall insure the period of performance invoiced is within the period of performance of the task order and invoiced task items.
- The Contractor shall insure all subcontractor rates are valid, and have been properly reviewed and substantiated by the prime.

#### **D-1.5 Ceiling Price Notification**

If at any time the contractor has reason to believe that the payments associated with reimbursable costs that will accrue in performing this task order in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 75 percent of the ceiling price in the Schedule for any of the reimbursable costs contract line items, the contractor shall notify the Senior Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.

#### **D-1.6 Ceiling Price Management**

The contract will be managed based on the total contract ceiling price and not ceiling prices for individual line items.

#### **D-1.7 Final Invoice/Task Order Closeout**

The invoice for final payment must be so identified and submitted within 60 days from task order completion. No further charges are to be billed. The Contractor may request an extension of 60

days from the GSA CO to submit the final invoice. Mark with the word FINAL (even if it is a zero amount). Reimbursable travel costs shall be billed at a predetermined rate and are not subject to final rate approval. After the final invoice has been paid the Contractor shall furnish a completed and signed Release of Claims (GSA Form 1142, or equivalent) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

## **Attachment E**

### **Organizational Conflict of Interest (OCI)**

- (a) Organizational Conflict of Interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person is in a position to have an unfair competitive advantage. “Person” as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises including, but not limited to any company or current or future entity such as a business organization of which it is a part (i.e., parent company), its current or future subsidiaries, divisions, affiliates, and any entity which the Contractor or any successor or assignee of the Contractor uses currently or in the future as a prime Contractor, subcontractor, or consultant to either the prime Contractor or a subcontractor under this task order.
- (b) All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5 and DFARS 209.571. Contractor as used in this solicitation section addressing OCI shall include all vendors that the company submitting this quote has entered into a contractor teaming agreement or prime subcontractor relationship with in connection with its quote submission for this acquisition.
- (c) If the Contractor is currently providing support or anticipates providing support to the Government that presents an actual or potential OCI with the requirements for this acquisition, the Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (d) It is recognized that the effort to be performed by the contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5 and DFARS 209.571.
- (e) The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been reasonably mitigated or resolved. The Contracting Officer’s decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled “DISPUTES” (FAR 52.233-1).
- (f) The Government may waive application of this clause, or any of its parts, when it is determined in writing by the Contracting Officer to be in the best interest of the Government to do so.
- (g) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered (pre- or post-award) it shall make immediate and full disclosure in writing to the

Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter.

Notwithstanding this notification, the Government may terminate the task order for the convenience of the Government if determined to be in the best interest of the Government.

(h) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, to include products or activities where the Contractor acted as a subcontractor, or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(i)

1) In accordance with DFARS 252.204-7000 Disclosure of Information (AUG 2013), the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

2) In accordance with DFARS 252.204-7000 Disclosure of Information (AUG 2013), the contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. The Contractor may seek written approval to release information as specified in DFARS 252.204-7000; any such request must be coordinated with the COR and the AMRDEC Public Affairs Office and approved by the Contracting Officer prior to release. If prior approval of the COR and the AMRDEC Public Affairs Office is denied, this prohibition shall expire after a period of one year after completion of performance on this contract.

3) The prohibitions contained in subparagraphs (i)(1) and (i)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (g) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (i).

(j) The Contractor further agrees that, during the performance of this contract and for a period of one year after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, officers of the company participating in the contract, any joint

venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any competition for the same services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the one year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(k) Notwithstanding paragraph (g) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(l) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this task order for default.

(m) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(n) The Contractor shall include this requirement in subcontracts of any tier, which involve access to information, or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(o) In the event the Contractor, or any of its employees, agents, or subcontractors fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of task order for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under the basic contract, this task order, and under the Federal law of contracts. Non-compliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(p) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this task order.

Compliance with this requirement is a material requirement of this contract.

**Attachment F**

**CDRLs**

**[CDRLS are included as a separate attachment.]**

**Attachment G**

**DD Form 254**

**[DD254 will be attached as a separate document.]**

## **Attachment H**

### **Technical Direction Guide**

#### **Objective:**

The contractor's mission is to deliver on the terms and conditions of the awarded task order (TO) which include participation in a collaborative process for Technical Direction (TD) issuance. The information within this TD Guide is to establish an overarching and contractual process to adhere to the terms and conditions of the TO and the proper level of contractual oversight. This guide is subject to continuous development over the life of the TO by mutual agreement of the parties; however, the terms and conditions of the TO take precedent.

#### **Overview:**

The Weapons Development and Integration Directorate (WDI) will fund this TO incrementally. Upon award of this TO, the Awardee and the Government will have established a table of Labor Categories based on the Awardee's proposal as well as various contractual mechanisms within this TO in order to activate Labor and Other Direct Costs (ODCs) such as Travel and Material. The Government-controlled TD process is how the Government expends what was established at award on a time and materials basis. Careful attention is required to various funding and Organization Conflict of Interest (OCI) clauses in the TO that provide oversight and control of funding which is vitally necessary for all stakeholders.

#### **TD Process:**

The process of executing the work of this TO begins with a TD Request by the WDI Customer when an in-scope effort is identified. Once an effort is accepted by the WDI COR, a collaborative process begins ONLY to ensure the contractor has a mutual understanding of the effort required and magnitude that is anticipated.

The WDI customer identifies the specifications of the work to the Technical Manager (TM) and COR who ensure proper oversight and control by certifying that each TD is within the scope of the TO PWS and ensuring that each TD package is complete and in compliance with established policies and procedures. The TD should identify at a minimum the following areas: Scope of Work, Performance Term, Funding Type, Security Type, Government-Owned Data vs. Contractor-Owned Data Identification, Government Furnished Property, Deliverables, OCI Assessment, Travel, Materials, and Labor Categories/Hours. Once approved by the WDI COR, the TD package is routed to the WDI Procurement Analyst for final review and submission to the Contracting Officer (KO).

Once the KO reviews and approves the TD package in its entirety, the fully executed TD



## Research and Development Support to the Weapons Development and Integration Directorate

Modification is distributed and the TD and supporting attachments are issued to the Contractor. The approval to the Contractor (in writing) occurs only after an incremental funding modification is contractually obligated to the TO referencing the TD.



### Appendix List:

- Appendix A: Technical Direction Template
- Appendix B: Labor Breakout Estimate
- Appendix C: Travel Authorization Request Template
- Appendix D: Subcontract Consent

**Attachment I**

**Technical Direction (TD) Template**

**[TD Template is attached as a separate fillable PDF document.]**